


SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) 		RATING	PAGE OF * PAGES
2. CONTRACT NO.		3. SOLICITATION NO. W685037F5	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO. W685037F5
7. ISSUED BY (Hand Carried/Courier Address) U.S. Environmental Protection Agency Region 5 Acquisition Section (MC-10J) 77 W. Jackson Blvd., 10th Floor Chicago, IL 60604			8. ADDRESS OFFER TO (If other than item 7) (U. S. Mail Only) U.S. Environmental Protection Agency Acquisition Section (MC-10J) 77 W. Jackson Blvd., 10th Floor Chicago, IL 60604		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and handcarried, in the depository located in item 7 until 04:00 PM CDT local time 2/2/98
(Hour) (Date)
- See Section L.12 and L.13 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME DARLENE L. HAINER	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (312) 886-6017
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8) 	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.)	AMENDMENT NO.	DATE		AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR 	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE: Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

NSN 7540-01-152-8064

33-134

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA

FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984)

The following fixed rates (reference the Section B clauses entitled "FIXED RATES - BASE YEAR, FIXED RATES - OPTION YEAR 1, FIXED RATES - OPTION YEAR 2, FIXED RATES - OPTION YEAR 3, and FIXED RATES - OPTION YEAR 4") shall apply for payment purposes for the duration of the contract.

(a) Fixed labor rates apply to all individuals employed under this contract. Fixed equipment rates apply to all equipment items listed in the Schedule. Fixed rates for labor and equipment items apply whether supplied by the prime contractor, team subcontractors, or any other subcontractors.

(b)(1) If the Government requires and the Contractor provides an equipment item for which a fixed rate has not been established, a fixed rate shall be negotiated on a site-by-site basis, retroactive to the date the equipment category was first utilized on site.

(2) If the Government requires and the Contractor provides labor categories for which a fixed rate has not been established, a fixed rate shall be negotiated on a site-by-site basis, retroactive to the date the labor category was first utilized on site.

(c)(1) The rate or rates set forth above cover all expenses, including reports preparation, clerical support, salaries, all indirect costs such as overhead, general and administrative expenses and profit. The labor rates shall include any premiums, if applicable, for all levels of personal protection and/or hazardous duty pay, and non-consumable personal protective equipment (reference the Section C clause entitled "PERSONAL PROTECTIVE EQUIPMENT") valued at \$1,000.00 or less.

(2) The Contractor shall only invoice for the time of personnel whose services are applied directly to the work called for in the individual Task Order and accepted by the Federal On-Scene Coordinator (FOSC). If work under a Task Order extends past the last option year of the contract, the last option year's rates will remain in effect for the duration of the Task Order, or ninety (90) days after the date of contract completion, whichever is less.

B.2 FIXED RATES - BASE YEAR

(a) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
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0001	1-05-01	Junior Response Manager		
0001AA		Straight Time	10,400	
0001AB		Overtime	1,860	
0002	1-05-02	Response Manager		
0002AA		Straight Time	10,500	
0002AB		Overtime	1,875	
0003	1-10-01	Foreman		
0003AA		Straight Time	6,750	
0003AB		Overtime	2,250	
0004	2-03-01	Clean-Up Technician		
0004AA		Straight Time	30,000	
0004AB		Overtime	11,250	
0005	2-05-01	Equipment Operator		
0005AA		Straight Time	13,500	
0005AB		Overtime	3,750	
0006	2-13-01	Field Cost Administrator		
0006AA		Straight Time	9,000	
0006AB		Overtime	2,450	
0007	2-20-01	Truck Driver		
0007AA		Straight Time	750	
0007AB		Overtime	265	
0008	2-30-01	Laborer/Non 40 Hr		
0008AA		Straight Time	1,875	
0008AB		Overtime	375	
0009	3-08-01	Construction Inspector		
0009AA		Straight Time	750	
0010	3-10-01	Electrician		
0010AA		Straight Time	375	
0010AB		Overtime	150	
0011	4-01-01	Chemist, Organic		
0011AA		Straight Time	1,500	
0011AB		Overtime	190	
0012	4-08-01	Computer Operator		
0012AA		Straight Time	190	
0012AB		Overtime	75	
0013	4-25-01	Hydrogeologist		
0013AA		Straight Time	420	
0013AB		Overtime	150	
0014	4-30-01	Ind Hygienist/Site Safety Inspector		
0014AA		Straight Time	2,250	
0014AB		Overtime	75	
0015	4-45-01	Radiation Specialist		
0015AA		Straight Time	450	
0015AB		Overtime	190	
0016	4-50-01	Site Safety		
0016AA		Straight Time	1,315	
0016AB		Overtime	300	
0017	4-55-01	Diver Supervisor		
0017AA		Straight Time	375	
0017AB		Overtime	225	
0018	4-56-01	Diver Tender		
0018AA		Straight Time	375	
0018AB		Overtime	225	
0019	4-57-01	Diver		
0019AA		Straight Time	750	

0019AB		Overtime	450	_____	_____
0020		Reserved		_____	_____
0020AA		Straight Time		_____	_____
0021	5-10-01	Program Manager(1)		_____	_____
0021AA		Straight Time	3,120	_____	_____
0022	5-20-01	T&D Coordinator		_____	_____
0022AA		Straight Time	4,500	_____	_____

Base Year Labor Subtotal (Total of CLINs 0001 through 0022AA) _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
0023	1-01-10	Truck-Boom	60	_____	_____
0024	1-03-10	Truck-Box-1 ton	30	_____	_____
0025	1-03-20	Truck-Box-2 ton	30	_____	_____
0026	1-09-10	Truck-Car-Passenger	150	_____	_____
0027	1-15-10	Truck-Dump		_____	_____
		Articulated, CAT D30D	75	_____	_____
0028	1-15-42	Truck-Dump		_____	_____
		Fixed box 10/20 yds	25	_____	_____
0029	1-36-10	Truck-Pickup		_____	_____
		2 wheel drive	1,500	_____	_____
0030	1-36-20	Truck-Pickup		_____	_____
		4 wheel drive	300	_____	_____
0031	1-39-20	Truck		_____	_____
		Emergency Response	75	_____	_____
0032	1-42-10	Truck		_____	_____
		Road Tractor	60	_____	_____
0033	1-45-10	Truck-Stake bed-1 ton	75	_____	_____
0034	1-45-20	Truck-Stake bed-2 ton	150	_____	_____
0035	1-51-38	Truck-Vacuum		_____	_____
		3800 gallons/Dump	60	_____	_____
0036	1-54-30	Truck-Passenger Van	150	_____	_____
0037	2-20-20	Trailer-Decon 8x20	190	_____	_____
0038	2-20-40	Trailer-Decon		_____	_____
		With Showers 8x30	75	_____	_____
0039	2-20-41	Trailer-Decon		_____	_____
		Without Showers 8x30	225	_____	_____
0040	2-45-10	Trailer-Lowboy-9 ton	25	_____	_____
0041	2-45-20	Trailer-Lowboy-20 ton	45	_____	_____
0042	2-45-30	Trailer-Lowboy-30 ton	25	_____	_____
0043	2-45-50	Trailer-Lowboy-50 ton	40	_____	_____
0044	2-67-10	Trailer-Skid Unit		_____	_____
		Vacuum/1500 gal	40	_____	_____
0045	2-70-10	Trailer-Storage		_____	_____
		Approx. 20 ft.	60	_____	_____
0046	2-70-20	Trailer-Storage		_____	_____
		Approx. 40 ft.	115	_____	_____
0047	3-00-22	Heavy Equipment-Attachment		_____	_____
		Grappler Demolition	30	_____	_____
0048	3-00-26	Heavy Equipment-Attachment		_____	_____
		Grappler Drum/Hydraulic	60	_____	_____

0049	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	25		
0050	3-01-10	Heavy Equipment Backhoe-CASE 580	190		
0051	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	30		
0052	3-01-30	Heavy Equipment Backhoe-Extendahoe	30		
0053	3-10-10	Heavy Equipment Bulldozer-CAT D3C	60		
0054	3-10-40	Heavy Equipment Bulldozer-CAT D6H	30		
0055	3-10-60	Heavy Equipment Bulldozer-CAT D8	30		
0056	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	25		
0057	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	25		
0058	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	25		
0059	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment	25		
0060	3-27-10	Heavy Equipment Drum-Crusher	25		
0061	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled	15		
0062	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	75		
0063	3-30-55	Heavy Equipment-Excavator CAT 215C/315	225		
0064	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	150		
0065	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	150		
0066	3-35-14	Heavy Equipment Forklift-Telescopic	25		
0067	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	55		
0068	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	225		
0069	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	75		
0070	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	75		
0071	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	115		
0072	3-65-10	Heavy Equipment Scraper Self Loader	40		
0073	3-65-20	Heavy Equipment-Scraper	60		

0074	3-70-10	Heavy Equipment-Shears Boom attachment/small	30		
0075	3-70-12	Heavy Equipment-Shears Boom attachment/large	30		
0076	3-95-10	Heavy Equipment-Uni Loader with bucket	75		
0077	3-95-25	Heavy Equipment-Uni Loader Forks attachment	40		
0078	3-95-35	Heavy Equipment-Uni Loader Barrel grapppler attachment	30		
0079	4-06-35	Laboratory Analyzer Hazcat System	25		
0080	4-49-20	Laboratory-Fume Hood-Vented	25		
0081	5-01-12	Safety-Meter/Monitor Explosion/Oxygen (digital)	30		
0082	5-01-20	Safety-Meter/Monitor Hnu (PID) (digital)	30		
0083	5-01-25	Safety-Meter/Monitor OVA (FID) (digital)	30		
0084	5-01-32	Safety-Meter/Monitor Alpha Meter, Ludlum	25		
0085	5-01-33	Safety-Meter/Monitor Beta Gamma Meter, Ludlum	25		
0086	5-01-40	Safety-Meter/Monitor Aerosol/Miniram	25		
0087	5-01-41	Safety-Meter/Monitor Aerosol/Ram	25		
0088	5-05-40	Safety-PPE-Level A/Suit	40		
0089	5-05-51	Safety-PPE-Level B SCBA/Low Pres	225		
0090	5-15-10	Safety-Radio-Handheld	225		
0091	5-15-20	Safety-Radio- Portable Base	30		
0092	6-39-30	Treatment Pool 10,000 gallons	55		
0093	6-39-45	Treatment Pool 20,000 gallons	55		
0094	6-39-50	Treatment Pool 50,000 gallons	30		
0095	7-01-10	Field Equipment- Air Blower Portable/300 CFM	25		
0096	7-01-12	Field Equipment-Air Blower Portable/ 3000 CFM	25		
0097	7-15-20	Field Equipment Boat-14/16 ft	40		
0098	7-15-30	Field Equipment Boat-21 ft	60		
0099	7-15-35	Field Equipment Boat-26-30 ft	40		
0100	7-15-42	Field Equipment Boat Motor 10 to 50 HP	40		

0101	7-15-43	Field Equipment			
		Boat Motor > 50 HP	60		
0102	7-15-45	Field Equipment			
		Boat Motor > 100 HP	40		
0103	7-21-10	Field Equipment			
		Compressor/Air-185 CFM	30		
0104	7-21-20	Field Equipment			
		Compressor/Air>200 CFM	15		
0105	7-23-20	Field Equipment			
		Computer-Portable PC	750		
0106	7-23-25	Field Equipment			
		Computer CAD	30		
0107	7-33-10	Field Equipment			
		Cutting Torch	25		
0108	7-36-05	Field Equipment			
		Diving Scuba	55		
0109	7-36-10	Field Equipment			
		Diving Hard Hat Shallow	55		
0110	7-51-05	Field Equipment			
		Generator-5 KW	115		
0111	7-51-40	Field Equipment			
		Generator-50 KW	115		
0112	7-51-55	Field Equipment			
		Generator-150 KW	25		
0113	7-51-60	Field Equipment			
		Generator-350 KW	15		
0114	7-55-11	Field Equipment			
		Hose-Discharge/2"	30		
0115	7-55-12	Field Equipment			
		Hose-Discharge/3"	30		
0116	7-55-13	Field Equipment			
		Hose-Discharge/4"	30		
0117	7-55-21	Field Equipment			
		Hose-Fire-100 ft	30		
0118	7-55-31	Field Equipment			
		Hose-Suction 2"	30		
0119	7-55-32	Field Equipment			
		Hose-Suction 3"	30		
0120	7-55-33	Field Equipment			
		Hose-Suction 4"	30		
0121	7-67-10	Field Equipment			
		Lighting Conventional	150		
0122	7-67-20	Field Equipment			
		Lighting-Explosion Proof	25		
0123	7-67-30	Field Equipment			
		Lighting-Light Plant	25		
0124	7-73-29	Field Equipment			
		Oil Skimmer Scavenger	25		
0125	7-73-31	Field Equipment Oil			
		Skimmer w/Power Unit	25		
0126	7-73-32	Field Equipment			
		Oil Skimmer w/o Power	25		
0127	7-73-40	Field Equipment			
		Oil Skimmer Heads	25		

0128	7-85-10	Field Equipment			
		Scales-Portable	25		
0129	7-90-20	Field Equipment			
		Steam Jenny	75		
0130	7-96-04	Field Equipment-Water Laser			
		LO-Pressure Single	55		
0131	7-96-08	Field Equipment-Water Laser			
		MED-Pressure Single	25		
0132	7-96-12	Field Equipment-Water Laser			
		HI-Pressure Single	25		
0133	7-97-10	Field Equipment			
		Welder-Unit	25		
0134	8-01-20	Pump-Acid-2 inch	30		
0135	8-12-20	Pump-Centrifugal-2 inch	75		
0136	8-12-30	Pump-Centrifugal-3 inch	30		
0137	8-12-40	Pump-Centrifugal-4 inch	30		
0138	8-18-26	Pump-Double Diaphragm			
		Teflon 2 inch	55		
0139	8-18-36	Pump-Double Diaphragm			
		Teflon 3 inch	25		
0140	8-18-46	Pump-Double Diaphragm			
		Teflon 4 inch	25		
0141	8-54-10	Pump-Trash-2 inch	25		
0142	8-54-15	Pump-Trash-3 inch	25		
0143	8-54-20	Pump-Trash-4 inch	25		
0144	9-05-05	Oil Boom-Harbor			
		6"-12" Skirt	450		
0145	9-05-10	Oil Boom-Harbor			
		12"-18" Skirt	300		
0146	9-15-05	Oil Skimmer-Drum	90		
0147		Reserved			
0148		Reserved			
0149	9-15-10	Oil-Skimmer Rope	30		
0150	9-15-20	Oil-Skimmer			
		Oleophillic 20-30	30		
0151	9-15-20	Oil-Skimmer			
		Oleophillic MW41	30		
0152	9-15-35	Oil-Skimmer			
		Weir/Suction 10-50	30		
0153	9-15-35	Oil-Skimmer			
		Weir/Suction Slurp W	30		
0154	9-15-35	Oil-Skimmer			
		Weir/Suction Skimpac	30		
Base Year Equipment Subtotal (Total of CLINs 0023 through 0154)					
Base Year Labor and Equipment Subtotal.....\$					
0155	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$18,940,166.00</u>
0156	0-00-02	Material Handling Charge		%	
Materials/ODCs/Subcontracts Subtotal (Total of CLINs 0155 and 0156) \$					
Base Year Total*.....\$					

(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts Subtotals)

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS" for instructions.

B.3 FIXED RATES - OPTION YEAR I

(a) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
1001	1-05-01	Junior Response Manager			
1001AA		Straight Time	10,400		
1001AB		Overtime	1,860		
1002	1-05-02	Response Manager			
1002AA		Straight Time	10,500		
1002AB		Overtime	1,875		
1003	1-10-01	Foreman			
1003AA		Straight Time	6,750		
1003AB		Overtime	2,250		
1004	2-03-01	Clean-Up Technician			
1004AA		Straight Time	30,000		
1004AB		Overtime	11,250		
1005	2-05-01	Equipment Operator			
1005AA		Straight Time	13,500		
1005AB		Overtime	3,750		
1006	2-13-01	Field Cost Administrator			
1006AA		Straight Time	9,000		
1006AB		Overtime	2,450		
1007	2-20-01	Truck Driver			
1007AA		Straight Time	750		
1007AB		Overtime	265		
1008	2-30-01	Laborer/Non 40 Hr			
1008AA		Straight Time	1,875		
1008AB		Overtime	375		
1009	3-08-01	Construction Inspector			
1009AA		Straight Time	750		
1010	3-10-01	Electrician			
1010AA		Straight Time	375		
1010AB		Overtime	150		
1011	4-01-01	Chemist, Organic			
1011AA		Straight Time	1,500		
1011AB		Overtime	190		
1012	4-08-01	Computer Operator			
1012AA		Straight Time	190		
1012AB		Overtime	75		
1013	4-25-01	Hydrogeologist			
1013AA		Straight Time	420		
1013AB		Overtime	150		
1014	4-30-01	Ind Hygienist/Site Safety Inspector			
1014AA		Straight Time	2,250		
1014AB		Overtime	75		
1015	4-45-01	Radiation Specialist			

1015AA		Straight Time	450		
1015AB		Overtime	190		
1016	4-50-01	Site Safety			
1016AA		Straight Time	1,315		
1016AB		Overtime	300		
1017	4-55-01	Diver Supervisor			
1017AA		Straight Time	375		
1017AB		Overtime	225		
1018	4-56-01	Diver Tender			
1018AA		Straight Time	375		
1018AB		Overtime	225		
1019	4-57-01	Diver			
1019AA		Straight Time	750		
1019AB		Overtime	450		
1020		Reserved			
1020AA		Straight Time			
1021	5-10-01	Program Manager(1)			
1021AA		Straight Time	3,120		
1022	5-20-01	T&D Coordinator			
1022AA		Straight Time	4,500		

Option Year I Labor Subtotal (Total of CLINs 1001 through 1022AA) _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
1023	1-01-10	Truck-Boom	60		
1024	1-03-10	Truck-Box-1 ton	30		
1025	1-03-20	Truck-Box-2 ton	30		
1026	1-09-10	Truck-Car-Passenger	150		
1027	1-15-10	Truck-Dump			
		Articulated, CAT D30D	75		
1028	1-15-42	Truck-Dump			
		Fixed box 10/20 yds	25		
1029	1-36-10	Truck-Pickup			
		2 wheel drive	1,500		
1030	1-36-20	Truck-Pickup			
		4 wheel drive	300		
1031	1-39-20	Truck			
		Emergency Response	75		
1032	1-42-10	Truck			
		Road Tractor	60		
1033	1-45-10	Truck-Stake bed-1 ton	75		
1034	1-45-20	Truck-Stake bed-2 ton	150		
1035	1-51-38	Truck-Vacuum			
		3800 gallons/Dump	60		
1036	1-54-30	Truck-Passenger Van	150		
1037	2-20-20	Trailer-Decon 8x20	190		
1038	2-20-40	Trailer-Decon			
		With Showers 8x30	75		
1039	2-20-41	Trailer-Decon			
		Without Showers 8x30	225		
1040	2-45-10	Trailer-Lowboy-9 ton	25		

1041	2-45-20	Trailer-Lowboy-20 ton	45		
1042	2-45-30	Trailer-Lowboy-30 ton	25		
1043	2-45-50	Trailer-Lowboy-50 ton	40		
1044	2-67-10	Trailer-Skid Unit			
		Vacuum/1500 gal	40		
1045	2-70-10	Trailer-Storage			
		Approx. 20 ft.	60		
1046	2-70-20	Trailer-Storage			
		Approx. 40 ft.	115		
1047	3-00-22	Heavy Equipment-Attachment			
		Grappler Demolition	30		
1048	3-00-26	Heavy Equipment-Attachment			
		Grappler Drum/Hydraulic	60		
1049	3-00-35	Heavy Equipment-Attachment			
		HoRam-Hydraulic	25		
1050	3-01-10	Heavy Equipment			
		Backhoe-CASE 580	190		
1051	3-01-20	Heavy Equipment			
		Backhoe-CAT 436/438/426	30		
1052	3-01-30	Heavy Equipment			
		Backhoe-Extendahoe	30		
1053	3-10-10	Heavy Equipment			
		Bulldozer-CAT D3C	60		
1054	3-10-40	Heavy Equipment			
		Bulldozer-CAT D6H	30		
1055	3-10-60	Heavy Equipment			
		Bulldozer-CAT D8	30		
1056	3-15-10	Heavy Equipment-Compactor			
		CAT 815 (Sheepsfoot)	25		
1057	3-15-15	Heavy Equipment-Compactor			
		CAT-CS 323C Roller			
		(Vibratory)	25		
1058	3-15-20	Heavy Equipment-Compactor			
		CAT-CS 433C Roller			
		(Vibratory)	25		
1059	3-15-30	Heavy Equipment-Compactor			
		Sheepsfoot Attachment	25		
1060	3-27-10	Heavy Equipment			
		Drum-Crusher	25		
1061	3-30-33	Heavy Equipment-Excavator			
		Gradall/Wheeled	15		
1062	3-30-40	Heavy Equipment-Excavator			
		CAT 205LC/312	75		
1063	3-30-55	Heavy Equipment-Excavator			
		CAT 215C/315	225		
1064	3-30-56	Heavy Equipment-Excavator			
		CAT EL180/320L/			
		Long Reach	150		
1065	3-30-65	Heavy Equipment-Excavator			
		CAT 225B LC/320	150		
1066	3-35-14	Heavy Equipment			
		Forklift-Telescopic	25		
1067	3-55-30	Heavy Equipment-Loader			
		Track-CAT 943/			
		939-1.5 cyd	55		
1068	3-55-40	Heavy Equipment-Loader			

		Track-CAT 951/953/ 955-2cyd	225		
1069	3-55-60	Heavy Equipment-Loader			
		Track-CAT 973-3 cyd	75		
1070	3-60-40	Heavy Equipment-Loader			
		Wheel-CAT 936E/ 938-2.5 cyd	75		
1071	3-60-50	Heavy Equipment-Loader			
		Wheel-CAT 950E-3.5 cyd	115		
1072	3-65-10	Heavy Equipment			
		Scraper Self Loader	40		
1073	3-65-20	Heavy Equipment-Scraper	60		
1074	3-70-10	Heavy Equipment-Shears			
		Boom attachment/small	30		
1075	3-70-12	Heavy Equipment-Shears			
		Boom attachment/large	30		
1076	3-95-10	Heavy Equipment-Uni Loader with bucket	75		
1077	3-95-25	Heavy Equipment-Uni Loader			
		Forks attachment	40		
1078	3-95-35	Heavy Equipment-Uni Loader			
		Barrel grappler attachment	30		
1079	4-06-35	Laboratory Analyzer			
		Hazcat System	25		
1080	4-49-20	Laboratory-Fume			
		Hood-Vented	25		
1081	5-01-12	Safety-Meter/Monitor Explosion/Oxygen (digital)	30		
1082	5-01-20	Safety-Meter/Monitor			
		Hnu (PID) (digital)	30		
1083	5-01-25	Safety-Meter/Monitor			
		OVA (FID) (digital)	30		
1084	5-01-32	Safety-Meter/Monitor			
		Alpha Meter, Ludlum	25		
1085	5-01-33	Safety-Meter/Monitor			
		Beta Gamma Meter, Ludlum	25		
1086	5-01-40	Safety-Meter/Monitor			
		Aerosol/Miniram	25		
1087	5-01-41	Safety-Meter/Monitor			
		Aerosol/Ram	25		
1088	5-05-40	Safety-PPE-Level A/Suit	40		
1089	5-05-51	Safety-PPE-Level B			
		SCBA/Low Pres	225		
1090	5-15-10	Safety-Radio-Handheld	225		
1091	5-15-20	Safety-Radio- Portable Base	30		
1092	6-39-30	Treatment Pool			
		10,000 gallons	55		
1093	6-39-45	Treatment Pool			
		20,000 gallons	55		
1094	6-39-50	Treatment Pool			
		50,000 gallons	30		
1095	7-01-10	Field Equipment- Air Blower			

1096	7-01-12	Portable/300 CFM Field Equipment-Air Blower Portable/ 3000 CFM	25	_____	_____
1097	7-15-20	Field Equipment Boat-14/16 ft	25 40	_____	_____
1098	7-15-30	Field Equipment Boat-21 ft	60	_____	_____
1099	7-15-35	Field Equipment Boat-26-30 ft	40	_____	_____
1100	7-15-42	Field Equipment Boat Motor 10 to 50 HP	40	_____	_____
1101	7-15-43	Field Equipment Boat Motor > 50 HP	60	_____	_____
1102	7-15-45	Field Equipment Boat Motor > 100 HP	40	_____	_____
1103	7-21-10	Field Equipment Compressor/Air-185 CFM	30	_____	_____
1104	7-21-20	Field Equipment Compressor/Air>200 CFM	15	_____	_____
1105	7-23-20	Field Equipment Computer-Portable PC	750	_____	_____
1106	7-23-25	Field Equipment Computer CAD	30	_____	_____
1107	7-33-10	Field Equipment Cutting Torch	25	_____	_____
1108	7-36-05	Field Equipment Diving Scuba	55	_____	_____
1109	7-36-10	Field Equipment Diving Hard Hat Shallow	55	_____	_____
1110	7-51-05	Field Equipment Generator-5 KW	115	_____	_____
1111	7-51-40	Field Equipment Generator-50 KW	115	_____	_____
1112	7-51-55	Field Equipment Generator-150 KW	25	_____	_____
1113	7-51-60	Field Equipment Generator-350 KW	15	_____	_____
1114	7-55-11	Field Equipment Hose-Discharge/2"	30	_____	_____
1115	7-55-12	Field Equipment Hose-Discharge/3"	30	_____	_____
1116	7-55-13	Field Equipment Hose-Discharge/4"	30	_____	_____
1117	7-55-21	Field Equipment Hose-Fire-100 ft	30	_____	_____
1118	7-55-31	Field Equipment Hose-Suction 2"	30	_____	_____
1119	7-55-32	Field Equipment Hose-Suction 3"	30	_____	_____
1120	7-55-33	Field Equipment Hose-Suction 4"	30	_____	_____
1121	7-67-10	Field Equipment Lighting Conventional	150	_____	_____
1122	7-67-20	Field Equipment		_____	_____

		Lighting-Explosion			
		Proof	25		
1123	7-67-30	Field Equipment			
		Lighting-Light Plant	25		
1124	7-73-29	Field Equipment			
		Oil Skimmer Scavenger	25		
1125	7-73-31	Field Equipment Oil			
		Skimmer w/Power Unit	25		
1126	7-73-32	Field Equipment			
		Oil Skimmer w/o Power	25		
1127	7-73-40	Field Equipment			
		Oil Skimmer Heads	25		
1128	7-85-10	Field Equipment			
		Scales-Portable	25		
1129	7-90-20	Field Equipment			
		Steam Jenny	75		
1130	7-96-04	Field Equipment-Water Laser			
		LO-Pressure Single	55		
1131	7-96-08	Field Equipment-Water Laser			
		MED-Pressure Single	25		
1132	7-96-12	Field Equipment-Water Laser			
		HI-Pressure Single	25		
1133	7-97-10	Field Equipment			
		Welder-Unit	25		
1134	8-01-20	Pump-Acid-2 inch	30		
1135	8-12-20	Pump-Centrifugal-2 inch	75		
1136	8-12-30	Pump-Centrifugal-3 inch	30		
1137	8-12-40	Pump-Centrifugal-4 inch	30		
1138	8-18-26	Pump-Double Diaphragm			
		Teflon 2 inch	55		
1139	8-18-36	Pump-Double Diaphragm			
		Teflon 3 inch	25		
1140	8-18-46	Pump-Double Diaphragm			
		Teflon 4 inch	25		
1141	8-54-10	Pump-Trash-2 inch	25		
1142	8-54-15	Pump-Trash-3 inch	25		
1143	8-54-20	Pump-Trash-4 inch	25		
1144	9-05-05	Oil Boom-Harbor			
		6"-12" Skirt	450		
1145	9-05-10	Oil Boom-Harbor			
		12"-18" Skirt	300		
1146	9-15-05	Oil Skimmer-Drum	90		
1147		Reserved			
1148		Reserved			
1149	9-15-10	Oil-Skimmer Rope	30		
1150	9-15-20	Oil-Skimmer			
		Oleophillic 20-30	30		
1151	9-15-20	Oil-Skimmer			
		Oleophillic MW41	30		
1152	9-15-35	Oil-Skimmer			
		Weir/Suction 10-50	30		
1153	9-15-35	Oil-Skimmer			
		Weir/Suction Slurp W	30		
1154	9-15-35	Oil-Skimmer			
		Weir/Suction Skimpac	30		

Option Year I Equipment Subtotal (Total of CLINs 1023 through 1154) _____

Option Year I Labor and Equipment Subtotal.....\$_____

1155	0-00-01	Materials/Other Direct Costs/ Subcontracts	\$19,622,012.00
1156	0-00-02	Material Handling Charge	_____ % _____

Option Year I Materials/ODCs/Subcontracts Subtotal (Total of CLINs 1155 and 1156) \$_____

Option Year I Total*.....\$_____

(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts Subtotals)

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS" for instructions.

B.4 FIXED RATES - OPTION YEAR II

(a) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
2001	1-05-01	Junior Response Manager			
2001AA		Straight Time	10,400	_____	_____
2001AB		Overtime	1,860	_____	_____
2002	1-05-02	Response Manager			
2002AA		Straight Time	10,500	_____	_____
2002AB		Overtime	1,875	_____	_____
2003	1-10-01	Foreman			
2003AA		Straight Time	6,750	_____	_____
2003AB		Overtime	2,250	_____	_____
2004	2-03-01	Clean-Up Technician			
2004AA		Straight Time	30,000	_____	_____
2004AB		Overtime	11,250	_____	_____
2005	2-05-01	Equipment Operator			
2005AA		Straight Time	13,500	_____	_____
2005AB		Overtime	3,750	_____	_____
2006	2-13-01	Field Cost Administrator			
2006AA		Straight Time	9,000	_____	_____
2006AB		Overtime	2,450	_____	_____
2007	2-20-01	Truck Driver			
2007AA		Straight Time	750	_____	_____
2007AB		Overtime	265	_____	_____
2008	2-30-01	Laborer/Non 40 Hr			
2008AA		Straight Time	1,875	_____	_____
2008AB		Overtime	375	_____	_____
2009	3-08-01	Construction Inspector			
2009AA		Straight Time	750	_____	_____
2010	3-10-01	Electrician			
2010AA		Straight Time	375	_____	_____
2010AB		Overtime	150	_____	_____
2011	4-01-01	Chemist, Organic			

2011AA		Straight Time	1,500		
2011AB		Overtime	190		
2012	4-08-01	Computer Operator			
2012AA		Straight Time	190		
2012AB		Overtime	75		
2013	4-25-01	Hydrogeologist			
2013AA		Straight Time	420		
2013AB		Overtime	150		
2014	4-30-01	Ind Hygienist/Site Safety Inspector			
2014AA		Straight Time	2,250		
2014AB		Overtime	75		
2015	4-45-01	Radiation Specialist			
2015AA		Straight Time	450		
2015AB		Overtime	190		
2016	4-50-01	Site Safety			
2016AA		Straight Time	1,315		
2016AB		Overtime	300		
2017	4-55-01	Diver Supervisor			
2017AA		Straight Time	375		
2017AB		Overtime	225		
2018	4-56-01	Diver Tender			
2018AA		Straight Time	375		
2018AB		Overtime	225		
2019	4-57-01	Diver			
2019AA		Straight Time	750		
2019AB		Overtime	450		
2020		Reserved			
2020AA		Straight Time			
2021	5-10-01	Program Manager(1)			
2021AA		Straight Time	3,120		
2022	5-20-01	T&D Coordinator			
2022AA		Straight Time	4,500		

Option Year II Labor Subtotal (Total of CLINs 2001 through 2022AA) _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
2023	1-01-10	Truck-Boom	60		
2024	1-03-10	Truck-Box-1 ton	30		
2025	1-03-20	Truck-Box-2 ton	30		
2026	1-09-10	Truck-Car-Passenger	150		
2027	1-15-10	Truck-Dump			
		Articulated, CAT D30D	75		
2028	1-15-42	Truck-Dump			
		Fixed box 10/20 yds	25		
2029	1-36-10	Truck-Pickup			
		2 wheel drive	1,500		
2030	1-36-20	Truck-Pickup			
		4 wheel drive	300		
2031	1-39-20	Truck			
		Emergency Response	75		
2032	1-42-10	Truck			

		Road Tractor	60	_____	_____
2033	1-45-10	Truck-Stake bed-1 ton	75	_____	_____
2034	1-45-20	Truck-Stake bed-2 ton	150	_____	_____
2035	1-51-38	Truck-Vacuum		_____	_____
		3800 gallons/Dump	60	_____	_____
2036	1-54-30	Truck-Passenger Van	150	_____	_____
2037	2-20-20	Trailer-Decon 8x20	190	_____	_____
2038	2-20-40	Trailer-Decon		_____	_____
		With Showers 8x30	75	_____	_____
2039	2-20-41	Trailer-Decon		_____	_____
		Without Showers 8x30	225	_____	_____
2040	2-45-10	Trailer-Lowboy-9 ton	25	_____	_____
2041	2-45-20	Trailer-Lowboy-20 ton	45	_____	_____
2042	2-45-30	Trailer-Lowboy-30 ton	25	_____	_____
2043	2-45-50	Trailer-Lowboy-50 ton	40	_____	_____
2044	2-67-10	Trailer-Skid Unit		_____	_____
		Vacuum/1500 gal	40	_____	_____
2045	2-70-10	Trailer-Storage		_____	_____
		Approx. 20 ft.	60	_____	_____
2046	2-70-20	Trailer-Storage		_____	_____
		Approx. 40 ft.	115	_____	_____
2047	3-00-22	Heavy Equipment-Attachment		_____	_____
		Grappler Demolition	30	_____	_____
2048	3-00-26	Heavy Equipment-Attachment		_____	_____
		Grappler Drum/Hydraulic	60	_____	_____
2049	3-00-35	Heavy Equipment-Attachment		_____	_____
		HoRam-Hydraulic	25	_____	_____
2050	3-01-10	Heavy Equipment		_____	_____
		Backhoe-CASE 580	190	_____	_____
2051	3-01-20	Heavy Equipment		_____	_____
		Backhoe-CAT 436/438/426	30	_____	_____
2052	3-01-30	Heavy Equipment		_____	_____
		Backhoe-Extendahoe	30	_____	_____
2053	3-10-10	Heavy Equipment		_____	_____
		Bulldozer-CAT D3C	60	_____	_____
2054	3-10-40	Heavy Equipment		_____	_____
		Bulldozer-CAT D6H	30	_____	_____
2055	3-10-60	Heavy Equipment		_____	_____
		Bulldozer-CAT D8	30	_____	_____
2056	3-15-10	Heavy Equipment-Compactor		_____	_____
		CAT 815 (Sheepsfoot)	25	_____	_____
2057	3-15-15	Heavy Equipment-Compactor		_____	_____
		CAT-CS 323C Roller		_____	_____
		(Vibratory)	25	_____	_____
2058	3-15-20	Heavy Equipment-Compactor		_____	_____
		CAT-CS 433C Roller		_____	_____
		(Vibratory)	25	_____	_____
2059	3-15-30	Heavy Equipment-Compactor		_____	_____
		Sheepsfoot Attachment	25	_____	_____
2060	3-27-10	Heavy Equipment		_____	_____
		Drum-Crusher	25	_____	_____
2061	3-30-33	Heavy Equipment-Excavator		_____	_____
		Gradall/Wheeled	15	_____	_____
2062	3-30-40	Heavy Equipment-Excavator		_____	_____
		CAT 205LC/312	75	_____	_____

2063	3-30-55	Heavy Equipment-Excavator CAT 215C/315	225		
2064	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	150		
2065	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	150		
2066	3-35-14	Heavy Equipment Forklift-Telescopic	25		
2067	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	55		
2068	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	225		
2069	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	75		
2070	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	75		
2071	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	115		
2072	3-65-10	Heavy Equipment Scraper Self Loader	40		
2073	3-65-20	Heavy Equipment-Scraper	60		
2074	3-70-10	Heavy Equipment-Shears Boom attachment/small	30		
2075	3-70-12	Heavy Equipment-Shears Boom attachment/large	30		
2076	3-95-10	Heavy Equipment-Uni Loader with bucket	75		
2077	3-95-25	Heavy Equipment-Uni Loader Forks attachment	40		
2078	3-95-35	Heavy Equipment-Uni Loader Barrel grapppler attachment	30		
2079	4-06-35	Laboratory Analyzer Hazcat System	25		
2080	4-49-20	Laboratory-Fume Hood-Vented	25		
2081	5-01-12	Safety-Meter/Monitor Explosion/Oxygen (digital)	30		
2082	5-01-20	Safety-Meter/Monitor Hnu (PID) (digital)	30		
2083	5-01-25	Safety-Meter/Monitor OVA (FID) (digital)	30		
2084	5-01-32	Safety-Meter/Monitor Alpha Meter, Ludlum	25		
2085	5-01-33	Safety-Meter/Monitor Beta Gamma Meter, Ludlum	25		
2086	5-01-40	Safety-Meter/Monitor Aerosol/Miniram	25		
2087	5-01-41	Safety-Meter/Monitor Aerosol/Ram	25		

2088	5-05-40	Safety-PPE-Level A/Suit	40		
2089	5-05-51	Safety-PPE-Level B			
		SCBA/Low Pres	225		
2090	5-15-10	Safety-Radio-Handheld	225		
2091	5-15-20	Safety-Radio-Portable Base	30		
2092	6-39-30	Treatment Pool			
		10,000 gallons	55		
2093	6-39-45	Treatment Pool			
		20,000 gallons	55		
2094	6-39-50	Treatment Pool			
		50,000 gallons	30		
2095	7-01-10	Field Equipment-Air Blower			
		Portable/300 CFM	25		
2096	7-01-12	Field Equipment-Air Blower Portable/3000 CFM	25		
2097	7-15-20	Field Equipment Boat-14/16 ft	40		
2098	7-15-30	Field Equipment Boat-21 ft	60		
2099	7-15-35	Field Equipment Boat-26-30 ft	40		
2100	7-15-42	Field Equipment Boat Motor 10 to 50 HP	40		
2101	7-15-43	Field Equipment Boat Motor > 50 HP	60		
2102	7-15-45	Field Equipment Boat Motor > 100 HP	40		
2103	7-21-10	Field Equipment Compressor/Air-185 CFM	30		
2104	7-21-20	Field Equipment Compressor/Air>200 CFM	15		
2105	7-23-20	Field Equipment Computer-Portable PC	750		
2106	7-23-25	Field Equipment Computer CAD	30		
2107	7-33-10	Field Equipment Cutting Torch	25		
2108	7-36-05	Field Equipment Diving Scuba	55		
2109	7-36-10	Field Equipment Diving Hard Hat Shallow	55		
2110	7-51-05	Field Equipment Generator-5 KW	115		
2111	7-51-40	Field Equipment Generator-50 KW	115		
2112	7-51-55	Field Equipment Generator-150 KW	25		
2113	7-51-60	Field Equipment Generator-350 KW	15		
2114	7-55-11	Field Equipment Hose-Discharge/2"	30		
2115	7-55-12	Field Equipment Hose-Discharge/3"	30		

2116	7-55-13	Field Equipment			
		Hose-Discharge/4"	30		
2117	7-55-21	Field Equipment			
		Hose-Fire-100 ft	30		
2118	7-55-31	Field Equipment			
		Hose-Suction 2"	30		
2119	7-55-32	Field Equipment			
		Hose-Suction 3"	30		
2120	7-55-33	Field Equipment			
		Hose-Suction 4"	30		
2121	7-67-10	Field Equipment			
		Lighting Conventional	150		
2122	7-67-20	Field Equipment			
		Lighting-Explosion			
		Proof	25		
2123	7-67-30	Field Equipment			
		Lighting-Light Plant	25		
2124	7-73-29	Field Equipment			
		Oil Skimmer Scavenger	25		
2125	7-73-31	Field Equipment Oil			
		Skimmer w/Power Unit	25		
2126	7-73-32	Field Equipment			
		Oil Skimmer w/o Power	25		
2127	7-73-40	Field Equipment			
		Oil Skimmer Heads	25		
2128	7-85-10	Field Equipment			
		Scales-Portable	25		
2129	7-90-20	Field Equipment			
		Steam Jenny	75		
2130	7-96-04	Field Equipment-Water Laser			
		LO-Pressure Single	55		
2131	7-96-08	Field Equipment-Water Laser			
		MED-Pressure Single	25		
2132	7-96-12	Field Equipment-Water Laser			
		HI-Pressure Single	25		
2133	7-97-10	Field Equipment			
		Welder-Unit	25		
2134	8-01-20	Pump-Acid-2 inch	30		
2135	8-12-20	Pump-Centrifugal-2 inch	75		
2136	8-12-30	Pump-Centrifugal-3 inch	30		
2137	8-12-40	Pump-Centrifugal-4 inch	30		
2138	8-18-26	Pump-Double Diaphragm			
		Teflon 2 inch	55		
2139	8-18-36	Pump-Double Diaphragm			
		Teflon 3 inch	25		
2140	8-18-46	Pump-Double Diaphragm			
		Teflon 4 inch	25		
2141	8-54-10	Pump-Trash-2 inch	25		
2142	8-54-15	Pump-Trash-3 inch	25		
2143	8-54-20	Pump-Trash-4 inch	25		
2144	9-05-05	Oil Boom-Harbor			
		6"-12" Skirt	450		
2145	9-05-10	Oil Boom-Harbor			
		12"-18" Skirt	300		
2146	9-15-05	Oil Skimmer-Drum	90		
2147		Reserved			

2148		Reserved			
2149	9-15-10	Oil-Skimmer Rope	30	_____	_____
2150	9-15-20	Oil-Skimmer			
		Oleophillic 20-30	30	_____	_____
2151	9-15-20	Oil-Skimmer			
		Oleophillic MW41	30	_____	_____
2152	9-15-35	Oil-Skimmer			
		Weir/Suction 10-50	30	_____	_____
2153	9-15-35	Oil-Skimmer			
		Weir/Suction Slurp W	30	_____	_____
2154	9-15-35	Oil-Skimmer			
		Weir/Suction Skimpac	30	_____	_____

Option Year II Equipment Subtotal (Total of CLINs 2023 through 2154) _____

Option Year II Labor and Equipment Subtotal.....\$_____

2155	0-00-01	Materials/Other Direct Costs/ Subcontracts		\$20,328,405.00	
2156	0-00-02	Material Handling Charge		_____%	_____

Option Year II Materials/ODCs/Subcontracts Subtotal (Total of CLINs 2155 and 2156) \$_____

Option Year II Total*.....\$_____

(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts Subtotals)

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS" for instructions.

B.5 FIXED RATES - OPTION YEAR III

(a) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
3001	1-05-01	Junior Response Manager			
3001AA		Straight Time	10,400	_____	_____
3001AB		Overtime	1,860	_____	_____
3002	1-05-02	Response Manager			
3002AA		Straight Time	10,500	_____	_____
3002AB		Overtime	1,875	_____	_____
3003	1-10-01	Foreman			
3003AA		Straight Time	6,750	_____	_____
3003AB		Overtime	2,250	_____	_____
3004	2-03-01	Clean-Up Technician			
3004AA		Straight Time	30,000	_____	_____
3004AB		Overtime	11,250	_____	_____
3005	2-05-01	Equipment Operator			
3005AA		Straight Time	13,500	_____	_____
3005AB		Overtime	3,750	_____	_____
3006	2-13-01	Field Cost Administrator			
3006AA		Straight Time	9,000	_____	_____

3006AB		Overtime	2,450	_____	_____
3007	2-20-01	Truck Driver		_____	_____
3007AA		Straight Time	750	_____	_____
3007AB		Overtime	265	_____	_____
3008	2-30-01	Laborer/Non 40 Hr		_____	_____
3008AA		Straight Time	1,875	_____	_____
3008AB		Overtime	375	_____	_____
3009	3-08-01	Construction Inspector		_____	_____
3009AA		Straight Time	750	_____	_____
3010	3-10-01	Electrician		_____	_____
3010AA		Straight Time	375	_____	_____
3010AB		Overtime	150	_____	_____
3011	4-01-01	Chemist, Organic		_____	_____
3011AA		Straight Time	1,500	_____	_____
3011AB		Overtime	190	_____	_____
3012	4-08-01	Computer Operator		_____	_____
3012AA		Straight Time	190	_____	_____
3012AB		Overtime	75	_____	_____
3013	4-25-01	Hydrogeologist		_____	_____
3013AA		Straight Time	420	_____	_____
3013AB		Overtime	150	_____	_____
3014	4-30-01	Ind Hygienist/Site Safety Inspector		_____	_____
3014AA		Straight Time	2,250	_____	_____
3014AB		Overtime	75	_____	_____
3015	4-45-01	Radiation Specialist		_____	_____
3015AA		Straight Time	450	_____	_____
3015AB		Overtime	190	_____	_____
3016	4-50-01	Site Safety		_____	_____
3016AA		Straight Time	1,315	_____	_____
3016AB		Overtime	300	_____	_____
3017	4-55-01	Diver Supervisor		_____	_____
3017AA		Straight Time	375	_____	_____
3017AB		Overtime	225	_____	_____
3018	4-56-01	Diver Tender		_____	_____
3018AA		Straight Time	375	_____	_____
3018AB		Overtime	225	_____	_____
3019	4-57-01	Diver		_____	_____
3019AA		Straight Time	750	_____	_____
3019AB		Overtime	450	_____	_____
3020		Reserved		_____	_____
3020AA		Straight Time		_____	_____
3021	5-10-01	Program Manager(1)		_____	_____
3021AA		Straight Time	3,120	_____	_____
3022	5-20-01	T&D Coordinator		_____	_____
3022AA		Straight Time	4,500	_____	_____

Option Year III Labor Subtotal (Total of CLINs 3001 through 3022AA) _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
3023	1-01-10	Truck-Boom	60	_____	_____
3024	1-03-10	Truck-Box-1 ton	30	_____	_____

3025	1-03-20	Truck-Box-2 ton	30	_____	_____
3026	1-09-10	Truck-Car-Passenger	150	_____	_____
3027	1-15-10	Truck-Dump			
		Articulated, CAT D30D	75	_____	_____
3028	1-15-42	Truck-Dump			
		Fixed box 10/20 yds	25	_____	_____
3029	1-36-10	Truck-Pickup			
		2 wheel drive	1,500	_____	_____
3030	1-36-20	Truck-Pickup			
		4 wheel drive	300	_____	_____
3031	1-39-20	Truck			
		Emergency Response	75	_____	_____
3032	1-42-10	Truck			
		Road Tractor	60	_____	_____
3033	1-45-10	Truck-Stake bed-1 ton	75	_____	_____
3034	1-45-20	Truck-Stake bed-2 ton	150	_____	_____
3035	1-51-38	Truck-Vacuum			
		3800 gallons/Dump	60	_____	_____
3036	1-54-30	Truck-Passenger Van	150	_____	_____
3037	2-20-20	Trailer-Decon 8x20	190	_____	_____
3038	2-20-40	Trailer-Decon			
		With Showers 8x30	75	_____	_____
3039	2-20-41	Trailer-Decon			
		Without Showers 8x30	225	_____	_____
3040	2-45-10	Trailer-Lowboy-9 ton	25	_____	_____
3041	2-45-20	Trailer-Lowboy-20 ton	45	_____	_____
3042	2-45-30	Trailer-Lowboy-30 ton	25	_____	_____
3043	2-45-50	Trailer-Lowboy-50 ton	40	_____	_____
3044	2-67-10	Trailer-Skid Unit			
		Vacuum/1500 gal	40	_____	_____
3045	2-70-10	Trailer-Storage			
		Approx. 20 ft.	60	_____	_____
3046	2-70-20	Trailer-Storage			
		Approx. 40 ft.	115	_____	_____
3047	3-00-22	Heavy Equipment-Attachment			
		Grappler Demolition	30	_____	_____
3048	3-00-26	Heavy Equipment-Attachment			
		Grappler Drum/Hydraulic	60	_____	_____
3049	3-00-35	Heavy Equipment-Attachment			
		HoRam-Hydraulic	25	_____	_____
3050	3-01-10	Heavy Equipment			
		Backhoe-CASE 580	190	_____	_____
3051	3-01-20	Heavy Equipment			
		Backhoe-CAT 436/438/426	30	_____	_____
3052	3-01-30	Heavy Equipment			
		Backhoe-Extendahoe	30	_____	_____
3053	3-10-10	Heavy Equipment			
		Bulldozer-CAT D3C	60	_____	_____
3054	3-10-40	Heavy Equipment			
		Bulldozer-CAT D6H	30	_____	_____
3055	3-10-60	Heavy Equipment			
		Bulldozer-CAT D8	30	_____	_____
3056	3-15-10	Heavy Equipment-Compactor			
		CAT 815 (Sheepsfoot)	25	_____	_____
3057	3-15-15	Heavy Equipment-Compactor			

		CAT-CS 323C Roller			
		(Vibratory)	25		
3058	3-15-20	Heavy Equipment-Compactor			
		CAT-CS 433C Roller			
		(Vibratory)	25		
3059	3-15-30	Heavy Equipment-Compactor			
		Sheepsfoot Attachment	25		
3060	3-27-10	Heavy Equipment			
		Drum-Crusher	25		
3061	3-30-33	Heavy Equipment-Excavator			
		Gradall/Wheeled	15		
3062	3-30-40	Heavy Equipment-Excavator			
		CAT 205LC/312	75		
3063	3-30-55	Heavy Equipment-Excavator			
		CAT 215C/315	225		
3064	3-30-56	Heavy Equipment-Excavator			
		CAT EL180/320L/			
		Long Reach	150		
3065	3-30-65	Heavy Equipment-Excavator			
		CAT 225B LC/320	150		
3066	3-35-14	Heavy Equipment			
		Forklift-Telescopic	25		
3067	3-55-30	Heavy Equipment-Loader			
		Track-CAT 943/			
		939-1.5 cyd	55		
3068	3-55-40	Heavy Equipment-Loader			
		Track-CAT 951/953/			
		955-2cyd	225		
3069	3-55-60	Heavy Equipment-Loader			
		Track-CAT 973-3 cyd	75		
3070	3-60-40	Heavy Equipment-Loader			
		Wheel-CAT 936E/			
		938-2.5 cyd	75		
3071	3-60-50	Heavy Equipment-Loader			
		Wheel-CAT 950E-3.5 cyd	115		
3072	3-65-10	Heavy Equipment			
		Scraper Self Loader	40		
3073	3-65-20	Heavy Equipment-Scraper	60		
3074	3-70-10	Heavy Equipment-Shears			
		Boom attachment/small	30		
3075	3-70-12	Heavy Equipment-Shears			
		Boom attachment/large	30		
3076	3-95-10	Heavy Equipment-Uni Loader			
		with bucket	75		
3077	3-95-25	Heavy Equipment-Uni Loader			
		Forks attachment	40		
3078	3-95-35	Heavy Equipment-Uni Loader			
		Barrel grapppler			
		attachment	30		
3079	4-06-35	Laboratory Analyzer			
		Hazcat System	25		
3080	4-49-20	Laboratory-Fume			
		Hood-Vented	25		
3081	5-01-12	Safety-Meter/Monitor			
		Explosion/Oxygen			
		(digital)	30		

3082	5-01-20	Safety-Meter/Monitor Hnu (PID) (digital)	30		
3083	5-01-25	Safety-Meter/Monitor OVA (FID) (digital)	30		
3084	5-01-32	Safety-Meter/Monitor Alpha Meter, Ludlum	25		
3085	5-01-33	Safety-Meter/Monitor Beta Gamma Meter, Ludlum	25		
3086	5-01-40	Safety-Meter/Monitor Aerosol/Miniram	25		
3087	5-01-41	Safety-Meter/Monitor Aerosol/Ram	25		
3088	5-05-40	Safety-PPE-Level A/Suit	40		
3089	5-05-51	Safety-PPE-Level B SCBA/Low Pres	225		
3090	5-15-10	Safety-Radio-Handheld	225		
3091	5-15-20	Safety-Radio- Portable Base	30		
3092	6-39-30	Treatment Pool 10,000 gallons	55		
3093	6-39-45	Treatment Pool 20,000 gallons	55		
3094	6-39-50	Treatment Pool 50,000 gallons	30		
3095	7-01-10	Field Equipment- Air Blower Portable/300 CFM	25		
3096	7-01-12	Field Equipment-Air Blower Portable/ 3000 CFM	25		
3097	7-15-20	Field Equipment Boat-14/16 ft	40		
3098	7-15-30	Field Equipment Boat-21 ft	60		
3099	7-15-35	Field Equipment Boat-26-30 ft	40		
3100	7-15-42	Field Equipment Boat Motor 10 to 50 HP	40		
3101	7-15-43	Field Equipment Boat Motor > 50 HP	60		
3102	7-15-45	Field Equipment Boat Motor > 100 HP	40		
3103	7-21-10	Field Equipment Compressor/Air-185 CFM	30		
3104	7-21-20	Field Equipment Compressor/Air>200 CFM	15		
3105	7-23-20	Field Equipment Computer-Portable PC	750		
3106	7-23-25	Field Equipment Computer CAD	30		
3107	7-33-10	Field Equipment Cutting Torch	25		
3108	7-36-05	Field Equipment Diving Scuba	55		
3109	7-36-10	Field Equipment Diving Hard Hat Shallow	55		

3110	7-51-05	Field Equipment			
		Generator-5 KW	115		
3111	7-51-40	Field Equipment			
		Generator-50 KW	115		
3112	7-51-55	Field Equipment			
		Generator-150 KW	25		
3113	7-51-60	Field Equipment			
		Generator-350 KW	15		
3114	7-55-11	Field Equipment			
		Hose-Discharge/2"	30		
3115	7-55-12	Field Equipment			
		Hose-Discharge/3"	30		
3116	7-55-13	Field Equipment			
		Hose-Discharge/4"	30		
3117	7-55-21	Field Equipment			
		Hose-Fire-100 ft	30		
3118	7-55-31	Field Equipment			
		Hose-Suction 2"	30		
3119	7-55-32	Field Equipment			
		Hose-Suction 3"	30		
3120	7-55-33	Field Equipment			
		Hose-Suction 4"	30		
3121	7-67-10	Field Equipment			
		Lighting Conventional	150		
3122	7-67-20	Field Equipment			
		Lighting-Explosion			
		Proof	25		
3123	7-67-30	Field Equipment			
		Lighting-Light Plant	25		
3124	7-73-29	Field Equipment			
		Oil Skimmer Scavenger	25		
3125	7-73-31	Field Equipment Oil			
		Skimmer w/Power Unit	25		
3126	7-73-32	Field Equipment			
		Oil Skimmer w/o Power	25		
3127	7-73-40	Field Equipment			
		Oil Skimmer Heads	25		
3128	7-85-10	Field Equipment			
		Scales-Portable	25		
3129	7-90-20	Field Equipment			
		Steam Jenny	75		
3130	7-96-04	Field Equipment-Water Laser			
		LO-Pressure Single	55		
3131	7-96-08	Field Equipment-Water Laser			
		MED-Pressure Single	25		
3132	7-96-12	Field Equipment-Water Laser			
		HI-Pressure Single	25		
3133	7-97-10	Field Equipment			
		Welder-Unit	25		
3134	8-01-20	Pump-Acid-2 inch	30		
3135	8-12-20	Pump-Centrifugal-2 inch	75		
3136	8-12-30	Pump-Centrifugal-3 inch	30		
3137	8-12-40	Pump-Centrifugal-4 inch	30		
3138	8-18-26	Pump-Double Diaphragm			
		Teflon 2 inch	55		
3139	8-18-36	Pump-Double Diaphragm			

3140	8-18-46	Teflon 3 inch Pump-Double Diaphragm	25	_____	_____
3141	8-54-10	Teflon 4 inch Pump-Trash-2 inch	25	_____	_____
3142	8-54-15	Pump-Trash-3 inch	25	_____	_____
3143	8-54-20	Pump-Trash-4 inch	25	_____	_____
3144	9-05-05	Oil Boom-Harbor 6"-12" Skirt	450	_____	_____
3145	9-05-10	Oil Boom-Harbor 12"-18" Skirt	300	_____	_____
3146	9-15-05	Oil Skimmer-Drum	90	_____	_____
3147		Reserved			
3148		Reserved			
3149	9-15-10	Oil-Skimmer Rope			
3150	9-15-20	Oil-Skimmer Oleophillic 20-30	30	_____	_____
3151	9-15-20	Oil-Skimmer Oleophillic MW41	30	_____	_____
3152	9-15-35	Oil-Skimmer Weir/Suction 10-50	30	_____	_____
3153	9-15-35	Oil-Skimmer Weir/Suction Slurp W	30	_____	_____
3154	9-15-35	Oil-Skimmer Weir/Suction Skimpac	30	_____	_____

Option Year III Equipment Subtotal (Total of CLINs 3023 through 3154) _____

Option Year III Labor and Equipment Subtotal.....\$_____

3155	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$21,060,227.00</u>
3156	0-00-02	Material Handling Charge		_____ %	_____

Option Year III Materials/ODCs/Subcontracts Subtotal (Total of CLINs 3155 and 3156) \$_____

Option Year III Total*.....\$_____

(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts Subtotals)

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS" for instructions.

B.6 FIXED RATES - OPTION YEAR IV

(a) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
4001	1-05-01	Junior Response Manager			
4001AA		Straight Time	10,400	_____	_____
4001AB		Overtime	1,860	_____	_____
4002	1-05-02	Response Manager			

4002AA		Straight Time	10,500	_____	_____
4002AB		Overtime	1,875	_____	_____
4003	1-10-01	Foreman			
4003AA		Straight Time	6,750	_____	_____
4003AB		Overtime	2,250	_____	_____
4004	2-03-01	Clean-Up Technician			
4004AA		Straight Time	30,000	_____	_____
4004AB		Overtime	11,250	_____	_____
4005	2-05-01	Equipment Operator			
4005AA		Straight Time	13,500	_____	_____
4005AB		Overtime	3,750	_____	_____
4006	2-13-01	Field Cost Administrator			
4006AA		Straight Time	9,000	_____	_____
4006AB		Overtime	2,450	_____	_____
4007	2-20-01	Truck Driver			
4007AA		Straight Time	750	_____	_____
4007AB		Overtime	265	_____	_____
4008	2-30-01	Laborer/Non 40 Hr			
4008AA		Straight Time	1,875	_____	_____
4008AB		Overtime	375	_____	_____
4009	3-08-01	Construction Inspector			
4009AA		Straight Time	750	_____	_____
4010	3-10-01	Electrician			
4010AA		Straight Time	375	_____	_____
4010AB		Overtime	150	_____	_____
4011	4-01-01	Chemist, Organic			
4011AA		Straight Time	1,500	_____	_____
4011AB		Overtime	190	_____	_____
4012	4-08-01	Computer Operator			
4012AA		Straight Time	190	_____	_____
4012AB		Overtime	75	_____	_____
4013	4-25-01	Hydrogeologist			
4013AA		Straight Time	420	_____	_____
4013AB		Overtime	150	_____	_____
4014	4-30-01	Ind Hygienist/Site Safety Inspector			
4014AA		Straight Time	2,250	_____	_____
4014AB		Overtime	75	_____	_____
4015	4-45-01	Radiation Specialist			
4015AA		Straight Time	450	_____	_____
4015AB		Overtime	190	_____	_____
4016	4-50-01	Site Safety			
4016AA		Straight Time	1,315	_____	_____
4016AB		Overtime	300	_____	_____
4017	4-55-01	Diver Supervisor			
4017AA		Straight Time	375	_____	_____
4017AB		Overtime	225	_____	_____
4018	4-56-01	Diver Tender			
4018AA		Straight Time	375	_____	_____
4018AB		Overtime	225	_____	_____
4019	4-57-01	Diver			
4019AA		Straight Time	750	_____	_____
4019AB		Overtime	450	_____	_____
4020		Reserved			
4020AA		Straight Time		_____	_____

4021	5-10-01	Program Manager(1)			
4021AA		Straight Time	3,120	_____	_____
4022	5-20-01	T&D Coordinator			
4022AA		Straight Time	4,500	_____	_____

Option Year IV Labor Subtotal (Total of CLINs 4001 through 4022AA) _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
4023	1-01-10	Truck-Boom	60	_____	_____
4024	1-03-10	Truck-Box-1 ton	30	_____	_____
4025	1-03-20	Truck-Box-2 ton	30	_____	_____
4026	1-09-10	Truck-Car-Passenger	150	_____	_____
4027	1-15-10	Truck-Dump			
		Articulated, CAT D30D	75	_____	_____
4028	1-15-42	Truck-Dump			
		Fixed box 10/20 yds	25	_____	_____
4029	1-36-10	Truck-Pickup			
		2 wheel drive	1,500	_____	_____
4030	1-36-20	Truck-Pickup			
		4 wheel drive	300	_____	_____
4031	1-39-20	Truck			
		Emergency Response	75	_____	_____
4032	1-42-10	Truck			
		Road Tractor	60	_____	_____
4033	1-45-10	Truck-Stake bed-1 ton	75	_____	_____
4034	1-45-20	Truck-Stake bed-2 ton	150	_____	_____
4035	1-51-38	Truck-Vacuum			
		3800 gallons/Dump	60	_____	_____
4036	1-54-30	Truck-Passenger Van	150	_____	_____
4037	2-20-20	Trailer-Decon 8x20	190	_____	_____
4038	2-20-40	Trailer-Decon			
		With Showers 8x30	75	_____	_____
4039	2-20-41	Trailer-Decon			
		Without Showers 8x30	225	_____	_____
4040	2-45-10	Trailer-Lowboy-9 ton	25	_____	_____
4041	2-45-20	Trailer-Lowboy-20 ton	45	_____	_____
4042	2-45-30	Trailer-Lowboy-30 ton	25	_____	_____
4043	2-45-50	Trailer-Lowboy-50 ton	40	_____	_____
4044	2-67-10	Trailer-Skid Unit			
		Vacuum/1500 gal	40	_____	_____
4045	2-70-10	Trailer-Storage			
		Approx. 20 ft.	60	_____	_____
4046	2-70-20	Trailer-Storage			
		Approx. 40 ft.	115	_____	_____
4047	3-00-22	Heavy Equipment-Attachment			
		Grappler Demolition	30	_____	_____
4048	3-00-26	Heavy Equipment-Attachment			
		Grappler Drum/Hydraulic	60	_____	_____
4049	3-00-35	Heavy Equipment-Attachment			
		HoRam-Hydraulic	25	_____	_____

4050	3-01-10	Heavy Equipment Backhoe-CASE 580	190		
4051	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	30		
4052	3-01-30	Heavy Equipment Backhoe-Extendahoe	30		
4053	3-10-10	Heavy Equipment Bulldozer-CAT D3C	60		
4054	3-10-40	Heavy Equipment Bulldozer-CAT D6H	30		
4055	3-10-60	Heavy Equipment Bulldozer-CAT D8	30		
4056	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	25		
4057	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	25		
4058	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	25		
4059	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment	25		
4060	3-27-10	Heavy Equipment Drum-Crusher	25		
4061	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled	15		
4062	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	75		
4063	3-30-55	Heavy Equipment-Excavator CAT 215C/315	225		
4064	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	150		
4065	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	150		
4066	3-35-14	Heavy Equipment Forklift-Telescopic	25		
4067	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	55		
4068	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	225		
4069	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	75		
4070	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	75		
4071	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	115		
4072	3-65-10	Heavy Equipment Scraper Self Loader	40		
4073	3-65-20	Heavy Equipment-Scraper	60		
4074	3-70-10	Heavy Equipment-Shears Boom attachment/small	30		

4075	3-70-12	Heavy Equipment-Shears			
		Boom attachment/large	30		
4076	3-95-10	Heavy Equipment-Uni Loader			
		with bucket	75		
4077	3-95-25	Heavy Equipment-Uni Loader			
		Forks attachment	40		
4078	3-95-35	Heavy Equipment-Uni Loader			
		Barrel grappler			
		attachment	30		
4079	4-06-35	Laboratory Analyzer			
		Hazcat System	25		
4080	4-49-20	Laboratory-Fume			
		Hood-Vented	25		
4081	5-01-12	Safety-Meter/Monitor			
		Explosion/Oxygen			
		(digital)	30		
4082	5-01-20	Safety-Meter/Monitor			
		Hnu (PID) (digital)	30		
4083	5-01-25	Safety-Meter/Monitor			
		OVA (FID) (digital)	30		
4084	5-01-32	Safety-Meter/Monitor			
		Alpha Meter, Ludlum	25		
4085	5-01-33	Safety-Meter/Monitor			
		Beta Gamma Meter, Ludlum	25		
4086	5-01-40	Safety-Meter/Monitor			
		Aerosol/Miniram	25		
4087	5-01-41	Safety-Meter/Monitor			
		Aerosol/Ram	25		
4088	5-05-40	Safety-PPE-Level A/Suit	40		
4089	5-05-51	Safety-PPE-Level B			
		SCBA/Low Pres	225		
4090	5-15-10	Safety-Radio-Handheld	225		
4091	5-15-20	Safety-Radio-			
		Portable Base	30		
4092	6-39-30	Treatment Pool			
		10,000 gallons	55		
4093	6-39-45	Treatment Pool			
		20,000 gallons	55		
4094	6-39-50	Treatment Pool			
		50,000 gallons	30		
4095	7-01-10	Field Equipment-			
		Air Blower			
		Portable/300 CFM	25		
4096	7-01-12	Field Equipment-Air			
		Blower Portable/			
		3000 CFM	25		
4097	7-15-20	Field Equipment			
		Boat-14/16 ft	40		
4098	7-15-30	Field Equipment			
		Boat-21 ft	60		
4099	7-15-35	Field Equipment			
		Boat-26-30 ft	40		
4100	7-15-42	Field Equipment			
		Boat Motor 10 to 50 HP	40		
4101	7-15-43	Field Equipment			

		Boat Motor > 50 HP	60		
4102	7-15-45	Field Equipment			
		Boat Motor > 100 HP	40		
4103	7-21-10	Field Equipment			
		Compressor/Air-185 CFM	30		
4104	7-21-20	Field Equipment			
		Compressor/Air>200 CFM	15		
4105	7-23-20	Field Equipment			
		Computer-Portable PC	750		
4106	7-23-25	Field Equipment			
		Computer CAD	30		
4107	7-33-10	Field Equipment			
		Cutting Torch	25		
4108	7-36-05	Field Equipment			
		Diving Scuba	55		
4109	7-36-10	Field Equipment			
		Diving Hard Hat Shallow	55		
4110	7-51-05	Field Equipment			
		Generator-5 KW	115		
4111	7-51-40	Field Equipment			
		Generator-50 KW	115		
4112	7-51-55	Field Equipment			
		Generator-150 KW	25		
4113	7-51-60	Field Equipment			
		Generator-350 KW	15		
4114	7-55-11	Field Equipment			
		Hose-Discharge/2"	30		
4115	7-55-12	Field Equipment			
		Hose-Discharge/3"	30		
4116	7-55-13	Field Equipment			
		Hose-Discharge/4"	30		
4117	7-55-21	Field Equipment			
		Hose-Fire-100 ft	30		
4118	7-55-31	Field Equipment			
		Hose-Suction 2"	30		
4119	7-55-32	Field Equipment			
		Hose-Suction 3"	30		
4120	7-55-33	Field Equipment			
		Hose-Suction 4"	30		
4121	7-67-10	Field Equipment			
		Lighting Conventional	150		
4122	7-67-20	Field Equipment			
		Lighting-Explosion Proof	25		
4123	7-67-30	Field Equipment			
		Lighting-Light Plant	25		
4124	7-73-29	Field Equipment			
		Oil Skimmer Scavenger	25		
4125	7-73-31	Field Equipment Oil			
		Skimmer w/Power Unit	25		
4126	7-73-32	Field Equipment			
		Oil Skimmer w/o Power	25		
4127	7-73-40	Field Equipment			
		Oil Skimmer Heads	25		
4128	7-85-10	Field Equipment			
		Scales-Portable	25		

4129	7-90-20	Field Equipment			
		Steam Jenny	75		
4130	7-96-04	Field Equipment-Water Laser			
		LO-Pressure Single	55		
4131	7-96-08	Field Equipment-Water Laser			
		MED-Pressure Single	25		
4132	7-96-12	Field Equipment-Water Laser			
		HI-Pressure Single	25		
4133	7-97-10	Field Equipment			
		Welder-Unit	25		
4134	8-01-20	Pump-Acid-2 inch	30		
4135	8-12-20	Pump-Centrifugal-2 inch	75		
4136	8-12-30	Pump-Centrifugal-3 inch	30		
4137	8-12-40	Pump-Centrifugal-4 inch	30		
4138	8-18-26	Pump-Double Diaphragm			
		Teflon 2 inch	55		
4139	8-18-36	Pump-Double Diaphragm			
		Teflon 3 inch	25		
4140	8-18-46	Pump-Double Diaphragm			
		Teflon 4 inch	25		
4141	8-54-10	Pump-Trash-2 inch	25		
4142	8-54-15	Pump-Trash-3 inch	25		
4143	8-54-20	Pump-Trash-4 inch	25		
4144	9-05-05	Oil Boom-Harbor			
		6"-12" Skirt	450		
4145	9-05-10	Oil Boom-Harbor			
		12"-18" Skirt	300		
4146	9-15-05	Oil Skimmer-Drum	90		
4147		Reserved			
4148		Reserved			
4149	9-15-10	Oil-Skimmer Rope	30		
4150	9-15-20	Oil-Skimmer			
		Oleophillic 20-30	30		
4151	9-15-20	Oil-Skimmer			
		Oleophillic MW41	30		
4152	9-15-35	Oil-Skimmer			
		Weir/Suction 10-50	30		
4153	9-15-35	Oil-Skimmer			
		Weir/Suction Slurp W	30		
4154	9-15-35	Oil-Skimmer			
		Weir/Suction Skimpac	30		
Option Year IV Equipment Subtotal (Total of CLINs 4023 through 4154) _____					
Option Year IV Labor and Equipment Subtotal.....\$_____					
4155	0-00-01	Materials/Other Direct Costs/ Subcontracts		\$21,818,395.00	
4156	0-00-02	Material Handling Charge		%	
Option Year IV Materials/ODCs/Subcontracts Subtotal (Total of CLINs 4155 and 4156) \$_____					
Option Year IV Total*.....\$_____					

(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts Subtotals)

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS" for instructions.

B.7 FIXED RATES - SUMMARY

Base Year Total.....\$_____

Option Year I Total.....\$_____

Option Year II Total.....\$_____

Option Year III Total.....\$_____

Option Year IV Total.....\$_____

Grand Total*.....\$_____

(*Grand Total = Base Year Total + Option Year 1 Total + Option Year II Total + Option Year III Total + Option Year IV Total.)

B.8 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

The Government will place orders totaling a minimum of \$500,000.00 for the base year and each option year. The maximum amount of all orders will not exceed _____* for the base year.

Maximum Amount, Option Year I	_____*
Maximum Amount, Option Year II	_____*
Maximum Amount, Option Year III	_____*
Maximum Amount, Option Year IV	_____*

* To be completed at time of contract award.

B.9 FIXED RATES FOR LABOR, EQUIPMENT AND OTHER ITEMS

(a) LABOR

(1) The fixed rates for labor, equipment, and other items specified in the Section B clauses entitled "FIXED RATES FOR SERVICES -- TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130)(APR 1984), FIXED RATES -- BASE YEAR, FIXED RATES -- OPTION YEAR 1, FIXED RATES -- OPTION YEAR 2, FIXED RATES -- OPTION YEAR 3, AND FIXED RATES -- OPTION YEAR 4" are inclusive of all expenses, including report preparation, salaries, overhead, general and administrative expenses, all levels of personal protection, and profit.

(2) The straight time rates for exempt (i.e., salaried professional) employees shall be charged for the first 40 hours worked by an employee during any 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. EPA will not reimburse the Contractor at "straight time rates" after 40 hours of work in any 7-day calendar week, unless the employee is actually paid straight time rates. Reimbursement of straight time is contingent upon the contractor having actually paid such straight time to

employees.

(3) Straight time rates for non-exempt (i.e., non-professional, hourly wages) shall be charged for the first 40 hours worked by an employee during any 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. Overtime rates for non-exempt employees shall apply for work in excess of 40 hours per 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. Reimbursement of allowable overtime is contingent upon the Contractor having actually paid such overtime to employees. Notwithstanding the terms and conditions of the Section G clause entitled "PAYMENTS - FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 1984)," all overtime work must be approved in advance, in writing, by the CO or the FOSC.

(4)(a) Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed. Fractional parts of an hour will be payable on a prorated basis. The number of hours for which the EPA will reimburse the Contractor shall include only the time for employees (prime Contractor or subcontractor) whose services are applied to the performance of work specified in individual task orders issued under this contract. Time on site during break periods and lunch periods will be allowable only if required under the Davis-Bacon Act, site safety, Department of Labor, collective bargaining agreement(s), existing company payroll policy, or any other provisions approved in advance by the CO, FOSC, or other designated Federal official. The time of these periods shall be certified on the daily 1900-55.

(b) When the Contractor is authorized in advance to bill for break periods and/or lunch periods, the individual employees must be paid for break and/or lunch periods. If the employees are not paid for break and/or lunch periods, the Contractor will not be reimbursed for such time.

(5) When an individual employee's normally assigned category of labor is different from a category of labor that he is assigned to perform during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid for the appropriate category of labor. For example, a Chemist, performing the duties of a Laborer, shall be charged at the fixed rate of a Laborer during the period of time that he is performing as a laborer, regardless of whether or not the Contractor is paying that employee as a Chemist. However, a Laborer, performing the duties of a Truck Driver, shall be charged at the fixed rate of a Truck Driver during the period of time that he is performing as a Truck Driver, provided that the employee is paid by the contractor at the rate of a Truck Driver. The employee must meet the qualifications set forth under this contract for the labor category being performed.

(6) In the event that ongoing on-site work is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the Contractor or the control of the Government, EPA will not reimburse the Contractor for any labor costs during such interruptions; unless demobilization is justified or the Contractor is obligated by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions, to pay an employee during such interruptions.

(b) HOLIDAY TIME

(1) The Government recognizes the following listed holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(2) If the Contractor pays Contractor employees for any work conducted on any of the holidays listed above for work under this contract, the Government will reimburse the Contractor in accordance with the Contractor's existing company payroll policy.

(c) TRAVEL

(1) When an employee with a classification subject to the Section I clauses entitled "SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41)(MAY 1989), or "DAVIS-BACON ACT (FAR 52.222-6)(FEB 1995)," is required to travel in excess of fifty (50) miles one way from his residence or place of employment (whichever is less) to a site and return, and if such travel extends beyond their normal working hours, then the travel time shall be considered work time. Reimbursement will be made by the EPA at appropriate straight time rates, unless specified otherwise in the Contractor's written payroll policy or collective bargaining agreement(s). When the hours worked are in excess of forty (40) hours per week, then travel time is considered work time for which overtime shall be paid at the applicable overtime rate. However, notwithstanding the terms and conditions of the Section G clause entitled "PAYMENTS - FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 1984)", all overtime work must be approved in advance, in writing, by the CO or the FOSC. If an exempt (salaried professional) employee travels and such travel results in a workday in excess of a standard workday, such additional time shall be reimbursed at the applicable rates listed in the Schedule, provided that these employees are actually paid for such additional time. Reimbursement for travel time will not be made by EPA if the Contractor's employee(s) is/are not paid for travel time.

(2) For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.

(3)(a) Except as explicitly set forth below, the Contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the EPA conducting the same travel while on Government business. In determining the dollar value of allowable Contractor employee travel costs, the limitations of the Federal Travel Regulations (FTRs), effective on the date of travel, will apply to Contractor employees to the same extent that they apply to Federal Government employees. Accordingly, to the maximum extent practicable and consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for travel by bonafide employees of the Contractor, provided that the travel is otherwise

reimbursable as a direct cost under this contract and when use of such rates results in the lowest overall cost. The Contractor shall submit requests, including the employee's name and position, for specific authorization to use these rates to the CO.

(b) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation (FAR) Subpart 31.205-46, Travel Costs. Reimbursement of travel expenses by the Government will be consistent with the FTRs, effective on the date of travel.

(4)(a) Consistent with the expected duration of the site and to the maximum extent practicable, the Contractor shall ensure that lodging is secured on "other than a daily rate basis" so that the maximum quantity and term discounts are achieved.

(b) Further, on long-term sites, to the maximum extent practicable, the Contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of more than sixty (60) days. When this is accomplished, subsistence will be adjusted by a percentage applied to the offeror's standard policy for reimbursement for meals and incidental expenses, as negotiated for individual task orders.

(c) Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

(5) The Contractor's primary mobilization point for establishing reasonableness for costs associated with personnel travel is:

_____ (TO BE COMPLETED BY OFFEROR AS PART OF ITS OFFER.)

(6) The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site of the cleanup. In no event shall travel charges exceed the charge incurred when mobilizing employees from the Contractor's primary mobilization point.

(7) Once employees are working on site, the Contractor may elect to make personnel substitutions. However, the EPA will not pay any associated travel charges for any such substitution unless determined to be appropriate by the FOSC. On occasions where an employee takes sick or vacation leave from an EPA site, the Government will not pay any travel costs associated with the departing employee or for the employee designated as his replacement.

(8) Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the Contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

(d) EQUIPMENT

(1) Equipment rates constitute rental charges to the Government for use of items of equipment. The daily rates listed in the Section B clauses entitled "FIXED RATES -- BASE YEAR, FIXED RATES -- OPTION YEAR 1, FIXED RATES -- OPTION YEAR 2, FIXED RATES -- OPTION YEAR 3, AND FIXED RATES -- OPTION YEAR 4" are allowable charges for each calendar day or part thereof, that a piece

of equipment, which has been ordered by the FOSC, is mobilized to the site, on-site, and demobilized. A calendar day begins at one hours and ends at twenty-four hundred (2400) hours (military time). Equipment rates are not allowable charges during weekends and holiday periods when there is no cleanup activity scheduled on site. Such rates are exclusive of costs for operators and fuel, unless otherwise specified. All equipment must be provided in good working condition, and any routine maintenance or repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Repairs and maintenance performed on or off site by fixed rate labor personnel shall be excluded from the labor charged during such occurrences. "Down time" associated with repairs or maintenance shall be at no charge to the EPA. No extra charges for normal operation of equipment items other than those specified in the Section B clauses entitled "FIXED RATES -- BASE YEAR, FIXED RATES -- OPTION YEAR 1, FIXED RATES -- OPTION YEAR 2, FIXED RATES -- OPTION YEAR 3, AND FIXED RATES -- OPTION YEAR 4", will be allowed.

(2) The daily rate for equipment shall not be an allowable charge to the contract when the equipment is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, and repairs and time lost awaiting shipment for the convenience of the Contractor. The Contractor shall prorate the daily charges so that the Government is not charged for equipment downtime. For each hour that equipment is in downtime, the daily rate shall be reduced by 1/10th. All equipment usage must be approved in advance by the FOSC.

(3) The contractor's primary equipment inventory point is _____ (TO BE COMPLETED BY OFFEROR AS PART OF ITS OFFER). Once provided, the Contractor may elect to substitute identical equipment types for what is already on-site, at no additional cost to the Government.

(4) When the Contractor elects to remove an item of equipment from the site during the period of the task order, such removal shall be permitted, subject to the consent of the FOSC, provided that the equipment is returned to the site for use when required by the FOSC. No charges shall be incurred by the Government for that site during the period when the equipment is being removed from the site, during the period that the equipment is off-site, and during the period when the equipment is being returned to the site.

(5) After being informed by the FOSC that the equipment is no longer needed at the site, the equipment shall not be charged to the contract.

(6) The Contractor shall coordinate with the FOSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle-time.

(7) The Contractor will only be reimbursed for the equipment item that meets the EPA's minimum needs. For example, if the EPA requires a two-wheel drive pickup truck, and the Contractor provides a four-wheel drive pickup truck, the Contractor will only be reimbursed at the fixed rate for a two-wheel drive pickup truck. For RCMS purposes, the Contractor will enter the hours utilized for the equipment item under the RCMS Number for a two-wheel drive pickup truck.

(8) Where items of equipment are shared at concurrent or consecutive

removal actions between two or more sites on the same day, the Contractor shall prorate the daily rates based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal actions sites are defined as sites within a 100-mile radius of the original site.

(e) MOBILIZATION AND DEMOBILIZATION

(1) The Contractor shall reference paragraph (d)(1) above regarding equipment charges for mobilization and demobilization. For the purposes of this contract, mobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, leaves the Contractor's primary mobilization point(s). Demobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, is returned to the Contractor's primary mobilization point(s). The mobilization and demobilization charges shall be reasonable (based on the location of the site to the Contractor's mobilization point(s)) and shall not exceed the 48-hours.

(2) The Contractor's primary mobilization point for equipment is:

_____ TO BE COMPLETED BY THE OFFEROR AS PART OF ITS OFFER

(3) The Contractor agrees to make every effort to mobilize equipment from the nearest available location to the site of the cleanup. However, in no event shall the charge for mobilization exceed the charge that would be incurred if the equipment was mobilized from the Contractor's primary mobilization point. Once mobilized, the Contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such items.

(f) STANDBY

No standby rates are authorized under this contract. The EPA will not order equipment to be on-site or off-site, in a standby status.

(g) MATERIALS, OTHER DIRECT COSTS, AND SUBCONTRACTS

(1) Materials, other direct costs, and subcontracts determined to be payable under a task order issued under this contract shall be treated in accordance with the Section G clause entitled "PAYMENTS - FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 1984)." In the event that a purchase of consumable items is drop-shipped to a site (in lieu of providing from the Contractor's inventory), reimbursement will be made for the entire drop-shipment. If any of the items contained in the drop-shipment are not used on site, the Contractor shall prorate the shipment on a per unit basis and issue a credit to the task order.

(2) Low capital value, non-consumable items (i.e., items valued at \$1,000.00 or less) will not be allowable as separate direct costs to the contract. They are considered to be included in the fixed rates for labor, equipment, and other items identified in the Section B clauses entitled "FIXED RATES -- BASE YEAR, FIXED RATES -- OPTION YEAR 1, FIXED RATES -- OPTION YEAR 2, FIXED RATES -- OPTION YEAR 3, AND FIXED RATES -- OPTION YEAR 4" or included in the Contractor's allowable indirect costs in accordance with the Contractor's usual accounting practices. The CO will make the final

determination as to whether or not an item is a low capital value, non-consumable item.

B.10 ESTABLISHING FIXED RATES FOR LABOR, EQUIPMENT, AND OTHER ITEMS

From time to time, additional items (non-prepriced) may be added to the Section B clauses entitled "FIXED RATES - BASE YEAR, FIXED RATES - OPTION YEAR 1, FIXED RATES - OPTION YEAR 2, FIXED RATES - OPTION YEAR 3, and FIXED RATES - OPTION YEAR 4". No fixed rates for equipment will be established for low capital value (i.e., items valued at \$1,000.00 or less) non-consumable equipment items. Fixed rates for items not excluded by this restriction shall be negotiated and mutually agreed to between the CO and the Contractor. If the Contractor provides a labor category or an equipment item for which a fixed rate has not been established, whether or not it is provided from the Contractor's own resources (i.e., their employees or owned or long-term leased equipment), or through a third-party subcontract or short-term lease/rental agreement, the Contractor shall furnish the CO with a written request identifying the item and the proposed rate prior to its utilization. The Contractor shall include supporting documentation containing recent market research data (a minimum of three (3) quotes) or cost and pricing data supporting the proposed rate. The supporting documentation shall be submitted in a format that is acceptable to the CO. Reimbursement shall be subject to the following conditions:

(a) Rates for labor and/or equipment may be negotiated by the FOSC on a site by site basis, provided that the total estimated cost of the labor and/or equipment items being negotiated for the site does not exceed \$25,000.00. Rates for labor and/or equipment that have been negotiated by the FOSC will not be applicable to the task order without subsequent approval by the CO and incorporation into the contract and/or task order via modification. When the estimated total cost of the labor and/or equipment item being negotiated for the site exceeds \$25,000.00, the rates will be negotiated by the CO and incorporated into the contract and/or task order via modification on a site by site basis. The labor and equipment rates shall be fully loaded rates including direct costs, indirect costs, and profit. The Contractor shall submit a proposed fixed rate to the CO, accompanied by written documentation, within five (5) calendar days for CO approval. A copy shall also be provided to the FOSC. For equipment, documentation shall include, but is not limited to, the Contractor's company-wide equipment usage log and/or a minimum of three competitive quotes/bids, as deemed acceptable by the CO. All additional labor/equipment rates to be incorporated into the contract via modification on a contract wide basis will be negotiated by the CO. To the maximum extent

feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package.

(b) Rates may be conditionally negotiated and accepted for a specific task order by the FOSC, regardless of the total estimated cost of the labor and/or equipment item for the site, in the event that the CO is not available (i.e., after normal duty hours, weekends, and holidays). The Contractor shall submit a proposed fixed rate to the CO, accompanied by written documentation, within five (5) calendar days for CO approval. A copy shall also be provided to the FOSC. As a minimum, the Contractor shall provide the following equipment documentation which must be deemed acceptable by the CO: the Contractor's company-wide equipment usage log and/or a minimum of three competitive quotes/bids. To the maximum extent feasible, the Government will

attempt to definitize these rates within 90 calendar days from receipt of an acceptable package.

(c) A final fixed rate is subject to the approval of the CO and will be incorporated into the contract and/or task order by issuance of a modification. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package. If the final fixed rate is different from the FOSC assigned rate and the Contractor has already billed for this item, the Contractor shall make the appropriate adjustment on his next invoice for the task order.

B.11 ADJUSTMENTS TO THE LOADED FIXED HOURLY RATES - DAVIS BACON ACT

(a) From time to time, a task order or other contractual document will be issued which stipulates that some portion of the work will require the Contractor to provide construction-type labor as defined in General Wage Determinations issued under the Davis-Bacon Act (DBA) (Attachment 1), and which designates those portions of the work as substantial and segregable tasks. For the purposes of this contract, substantial and segregable tasks are defined as construction-type work in excess of \$2,000.00 where there is a definitive beginning and ending which separates the work from activities which are covered by the Service Contract Act. The CO will make the final determination when there are differing view points regarding what constitutes substantial and segregable tasks subject to the DBA.

(b) Upon receipt of a task order or other contractual notification which stipulates some portion of the work as being subject to the DBA, the Contractor shall complete the DBA Compensation Worksheet (Attachment 2) for each type of construction labor expected to be utilized. The work sheets shall be submitted to the FOSC for concurrence before proceeding with the construction work, except in emergency situations. In emergency situations, the work sheets shall be submitted to the FOSC not later than two work days after receipt of the task order or other contractual notification. As described in the Section I clause entitled "PAYROLLS AND BASIC RECORDS (FAR 52.222-8)(FEB 1988)", paragraph (b)(1), the Contractor shall submit to the CO a copy of all payrolls for each week in which any contract work subject to the DBA is performed. A copy of the applicable worksheets shall be attached to the payroll copies.

(c) The following procedures shall be used:

(1) The Contractor shall ascertain the applicable DBA General Wage Determination based upon the location of the site.

(2) The Contractor shall select DBA labor categories that most closely fit the work to be performed and obtain the concurrence of the CO.

(3) The Contractor shall complete a DBA Compensation Worksheet for each labor category and submit them to the FOSC for concurrence as to the DBA labor categories selected and the accuracy of the calculations.

(4) The FOSC will respond within two workdays. If the calculations result in an adjusted loaded fixed hourly rate for the task order, it shall be entered into the RCMS (reference the Section H clause entitled "REMOVAL COST MANAGEMENT SOFTWARE SYSTEM.")

(5) If the Contractor and the FOSC cannot agree concerning an adjusted loaded fixed hourly rate, the Contractor shall refer the matter to the CO in accordance with the Section H clause "DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER."

(6) The adjusted loaded fixed hourly rate shall only be used on the severable portion of the work defined as construction. The task order will be modified by the CO to show the adjustment in the hourly rate for each labor category and the Contractor shall invoice for the adjustment in accordance with the task order.

(7) In those instances where the wage plus non-cash fringe benefit component of the contract schedule loaded fixed hourly rate equals or exceeds the DBA required wage plus fringe benefits, there will be no adjustment to the contract schedule loaded fixed hourly rate. However, if any individual employee's wage plus non-cash fringe benefits is less than the DBA required wage plus non-cash fringe benefits, the Contractor is responsible for compensating such employee to at least the DBA required amount.

(d) The Contractor is responsible for compliance with the DBA requirements pursuant to the Section I clause entitled "DAVIS BACON ACT (FAR 52.222-6)(FEB 1995)", as it relates to individual employees.

(e) This clause also applies to team subcontractors and their employees.

B.12 USE OF GALLEY TRAILERS

Approval for the use of galley trailers must be obtained in advance from the CO. The costs associated with the use of a galley trailer shall be considered in determining the allowable per diem and other travel costs in accordance with FAR 31.205-46.

B.13 OBLIGATION OF FUNDS FOR MINIMUM AMOUNT

Concurrent with award of this contract, funds in the amount of \$500,000.00 per contract will be obligated on one or more task orders to provide for the minimum amount guaranteed under this contract in accordance with the Section B clause entitled "MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140)(APR 1984)".

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) DEVIATION**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Task Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for

security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

(a) The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included below.

(b) The Contractor shall perform work under this contract only as directed in task orders issued by the authorized Ordering Officers listed in the Section G clause entitled "ORDERING-BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72)(APR 1984)DEVIATION."

(c) **PURPOSE.** The purpose of this Superfund Emergency and Rapid Response Services (ERRS) contract is to obtain the services of a team of fully trained contractor personnel. The team shall include a multi-disciplinary technical staff (i.e., engineers, chemists, toxicologists, technicians, skilled tradesmen, administrative support personnel, etc.). This team shall provide the support necessary to respond to Time-Critical and Non-Time-Critical Removal Actions as defined in this Statement of Work (SOW) for oil and hazardous material responses. The required response time for this SOW is forty-eight (48) hours.

(d) **BACKGROUND.** The United States Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health, welfare, or the environment. The EPA is responsible for evaluating uncontrolled hazardous substance disposal sites and placing those that are considered to pose a significant threat to the public health on the National Priorities List (NPL). All emergency rapid response and cleanup activities shall be conducted in accordance with the National Contingency Plan (NCP), 40 CFR Part 300, and Section 311 of the Clean Water Act as amended by the Oil Pollution Act (OPA) of 1990, Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, other Applicable Relevant and Appropriate Requirements (ARARs), Federal, State, and local regulations and statutes, and in accordance with any reauthorizations or amendments to any of the above-named statutes and new response legislation.

(e) **GENERAL CONTRACT REQUIREMENTS.**

(1) The Contractor shall furnish fully trained personnel, services, materials, equipment, knowledge, and expertise to successfully complete the tasks required under this contract. The Contractor shall also provide a management structure that ensures personnel are available on a twenty-four (24) hour a day basis and responses are conducted in accordance with the technical direction outlined in task orders or as provided by Federal On-Scene Coordinators (FOSCs). This SOW also includes Personnel Qualifications, Personal Protective Equipment, Materials, and Special Equipment Specifications, which address the qualifications, materials, and

equipment that are necessary for the performance of the contract. In addition, these details can assist contractors in understanding the scope of work that may be conducted under this contract. The Contractor shall ensure that any and all services or products shall be delivered and provided under this contract in compliance with all Federal, State, and local laws, regulations, guidance and policies, and any changes to those laws which become effective after the effective date of this contract.

(2) This SOW applies to Region 5 of the EPA, which includes the States of Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin. Region 5's main office is in Chicago, Illinois, with satellite offices in Grosse Ile (Detroit), Michigan; Cincinnati, Ohio; and Westlake (Cleveland), Ohio. Under special circumstances, the Contractor may be asked to repatriate hazardous wastes in Canada that originated in the United States. This shall only involve transportation and disposal (T&D) related activities. There shall be no other cleanup activities in Canada and the Contractor shall not include this country in its response network.

(3) The contractor may also be tasked to provide services outside of Region 5 due to: (a) a conflict-of-interest that a response contractor may have with a site in their geographical area of coverage, (b) flooding, hurricanes, earthquakes, or other natural disasters where contractor services are required by another region, and/or (c) a determination that it is in the best interest of the Government. Response times for these responses will be negotiated on a site by site basis.

(4) NON-TIME-CRITICAL. Non-time-critical removal actions are based on a site evaluation. After this EPA evaluation, the Agency may determine that a removal action is necessary. Depending upon the urgency of the situation, different types of removal actions may be conducted. A non-time-critical removal action is defined as having a planning period of at least six (6) months before on-site removal activities must be initiated. The response time for non-time-critical removal actions shall be within forty-eight (48) hours from issuance of a task order unless a longer response time is authorized by the Ordering Officer.

(5) TIME-CRITICAL. A time-critical situation is defined as having less than six (6) months available before on-site activities must be initiated. The response time for time-critical removal actions shall be within forty-eight (48) hours. In a time-critical situation, the EPA Ordering Officer may verbally initiate contractor services. In these instances, the EPA will issue a written task order within five (5) working days.

(f) PROGRAM SUPPORT ACTIVITIES.

(1) PROGRAM MANAGEMENT

(a) The Contractor shall provide the support to implement this SOW, to include planning, monitoring, and controlling all work ordered under this contract. The Contractor shall provide a full-time Program Manager to act as the single point of contact for coordination with the Contracting Officer (CO), Contract Specialist (CS), Project Officer (PO), or Alternate Project Officer (APO). This designee shall be responsible for receiving and managing the implementation of all task orders issued under this contract. The Program Manager shall be completely and fully committed to this contract and empowered to officially commit and obligate the Contractor in matters

relating to this contract, and act as an informational relay. The Program Manager shall meet the minimum qualifications, experience, and educational requirements as outlined in the Section C clause entitled "PERSONNEL QUALIFICATIONS."

(b) As a minimum, the Contractor shall provide the following Specific management responsibilities:

- (1) Maintain close communication and coordination with the PO/CO, including reporting any and all problems encountered in performing task orders to the PO/CO. Bimonthly meetings shall be held between EPA officials and the Contractor in Chicago, Illinois, to ensure that close communication and coordination with the PO/CO occurs.
- (2) Ensure that the Government can communicate with the contractor on a twenty-four (24) hour per day basis. Retain and manage the distribution of cleanup personnel, equipment, and materials so that all items are available at any Region 5 location within the forty-eight (48) hour response time.
- (3) After site mobilization, provide personnel, equipment, and materials on a twenty-four (24) hour basis or as determined by the FOSC until the site work is complete.
- (4) Receive, acknowledge, and implement task orders issued by the Ordering Officer(s).
- (5) Ensure that the Contractor Daily Cost Reports (EPA Form 1900-55) are timely, accurate, and complete. The Contractor shall identify, review, and reconcile all cost variances between the contractor's invoices and the Contractor Daily Cost Reports. The Contractor shall supply RCMS archive disks to the FOSC on request. In addition, the Contractor shall maintain an automated cost tracking system in accordance with generally accepted accounting practices, capable of delineating costs per task order and contract specific reporting requirements, in accordance with the Section F clause entitled "REPORTS OF WORK (EPAAR 1552.210-70)(APR 1984) ALTERNATE I (APR 1984) DEVIATION."
- (6) Provide Field Cost Accountants and Response Managers who are fully trained in the use of the RCMS and capable of producing an accurate daily 1900-55 from the RCMS.
- (7) Designate a Response Manager for each separate

cleanup/removal action unless otherwise specified by the EPA in the task order, to work directly with the FOSC.

- (8) Maintain a site specific accounting of all costs incurred in accordance with the RCMS and other reporting requirements. Provide adequate quality control between the RCMS and the corporate accounting system.
- (9) Develop procedures and forms as necessary to ensure uniform record keeping and program management documentation. Implement contract document control and chain of custody procedures. Retain and store all contract site records, including employee related records such as time sheets, baseline data regarding work related physical examinations, and other work related data, for a period of ten (10) years from the date of final payment, if no litigation involving the records has been initiated. The contractor shall provide the CO or his authorized representative with full access to these records during this period. Reference the Section H clause entitled "RETENTION AND AVAILABILITY OF CONTRACTOR FILES."
- (10) Develop, implement, and manage a quality assurance program to ensure that all environmental measurements obtained are of known quality. Ensure that the performance of assigned tasks adheres to all quality assurance program and project plan requirements, as well as the EPA region-specific quality assurance requirements. The major emphasis of the measurements required under this contract will be for treatment and disposal analysis of oil and hazardous substances.
- (11) Obtain special services in a timely and cost efficient manner, such as specialized cleanup equipment or personnel, etc., in accordance with the instructions in individual task orders or upon receipt of technical direction from the FOSC. Notify the PO/CO when the FOSC orders equipment or personnel that are listed in the Schedule but are not included in the task order.
- (12) Mobilize response personnel, equipment, and materials from the nearest appropriate contractor office/location to avoid excessive mobilization and travel costs.
- (13) Prepare and submit all reports as specified in the contract schedule, or in individual task orders issued under this contract in accordance

with the clause located in Section F entitled "REPORTS OF WORK (EPAAR 1552.210-70)(APR 1984) ALTERNATE I (APR 1984) DEVIATION."

- (14) Implement and manage the Small, Small Disadvantaged, and Women-Owned Business Subcontracting Program Plan, if required. Prepare and submit SF 294 and SF 295 in accordance with the instructions contained in the Section F clause entitled "REPORTS OF WORK (EPAAR 1552.210-70)(APR 1984) ALTERNATE I (APR 1984) DEVIATION" and the Section I clause entitled "SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-6)(AUG 1996) ALTERNATE II (MAR 1996)."
- (15) Implement a comprehensive program safety plan to protect all on-site personnel, including both prime and subcontractor employees, in contaminated and uncontaminated areas. Ensure that OSHA Hazardous Substance Response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by the prime and subcontractor employees who work in contaminated areas. Levels of Personal Protective Equipment are described in the Section B clause entitled "PERSONAL PROTECTIVE EQUIPMENT."

(c) TRANSPORTATION AND DISPOSAL COORDINATOR

RESPONSIBILITIES

(1) The Contractor shall designate a Transportation and Disposal (T&D) Coordinator. The T&D Coordinator shall ensure that Contractor activities associated with the transportation and disposal of oil and hazardous wastes as described in the SOW paragraph entitled "CLEANUP, MITIGATION, TREATMENT, AND DISPOSAL" and the Section H clause entitled "REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES," are carried out in a timely and cost-effective manner in accordance with the requirements of all applicable Federal, State, and local regulations and guidance. Travel to specific sites may be required when requested by the FOSC for meetings regarding T&D.

(2) The T&D Coordinator shall meet the minimum qualifications, experience, and educational requirements, as outlined in the Section C clause entitled "PERSONNEL QUALIFICATIONS."

(d) MANAGEMENT PLANS. The following management plans shall be implemented by the contractor and updated, as required.

(1) Confidential Business Information Control System Plan. The Contractor shall implement a Confidential Business Information (CBI) Control System Plan to ensure that all requirements of the following Section H clauses are fulfilled:

- (A) Screening Business Information for Claims of Confidentiality (EPAAR 1552.235-70) (APR 1984).
- (B) Treatment of Confidential Business Information (EPAAR 1552.235-71) (APR 1984).

The Contractor shall identify in the plan any information that it deems to be CBI under this contract. In addition, the plan shall address submitting copies of all reports, invoices, and deliverables to the PO/CO in conformance with the aforementioned clauses.

(2) Quality Management Plan. The Contractor shall provide a Quality Management Plan for submission with its proposal. The Contractor's Quality Management Plan shall conform to the requirements of the draft "EPA Requirements for Quality Management Plans (EPA QA/R-2), dated August 1994" (Attachment 3). The Contractor shall be required to update its EPA-approved Quality Management Plan as required. This plan will provide both an auditing and corrective action function. The EPA will periodically perform quality assurance (QA) program system audits during the life of this contract. The Contractor shall resolve any deficiencies which are identified by EPA through the implementation of a written corrective action plan within thirty (30) calendar days after the EPA approves the corrective action plan.

(3) Contract-Wide Quality Assurance Project Plan.

(A) The Contractor shall implement its environmental measurements quality assurance and quality control program (reference the Section F clause entitled "REPORTS OF WORK (EPAAR 1552.210-70)(APR 1984) ALTERNATE I (APR 1984) DEVIATION") based on its EPA-approved generic Quality Assurance Project Plan (QAPP), to ensure that all environmental monitoring data meet applicable data quality objectives. Any updates to the plan will require prior approval by EPA. The Contractor shall develop a QAPP for analytical services and sampling or data collection activity under the SOW to ensure that the most recent QA and QC requirements are met for the data which is to be collected. The EPA reserves the right to approve site specific Quality Assurance Project Plans (QAPPs) as deemed necessary by the Agency. Further guidance can be found in Regional Guidance documents and "EPA Requirements for Quality Assurance Project Plans (EPA QA/R-5), dated August 1994 (Attachment 4)."

(B) Quality Assurance/Quality Control (QA/QC) guidance for removal activities shall conform to OSWER Directive 9360.4-01, entitled "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures, Interim Final Guidance, dated April 1990" (Attachment 5) and OSWER Directive 9285.7-14FS entitled "Using Qualified Data to Document an Observed Release and Observed Contamination, dated November 1996" (Attachment 6).

(C) The Contractor shall be required to revise its QAPP in accordance with any additional guidance provided by the EPA.

(D) The Contractor shall follow chain-of-custody procedures as outlined in National guidance and further defined in Regional guidance. This may include the completion of a Regional QA Office

Sample Shipment/Tracking Record Form for all sample analysis done by fixed laboratories. All sample analysis done by fixed laboratories must be

consistent with EPA methods and analytical protocols, where applicable, and with the procedures outlined in the EPA approved QAPP.

(E) A Field Sampling Plan (FSP), as requested by the FOSC, for emergency response and removal activities, shall be written in accordance with guidance provided by the Agency. Plans will be reviewed and approved by the EPA in advance of activities, except as specified by Regional emergency response/time-critical removal policies.

(4) Health and Safety Program Plan. The Contractor shall implement and manage a Health and Safety Program Plan in compliance with all requirements of the EPA and Occupational Safety and Health Administration (OSHA) (29 CFR 1910.120) for activities at hazardous waste sites and other health and safety requirements, as appropriate, in accordance with the Section H clause entitled "HEALTH AND SAFETY."

(g) PROGRAM CLEANUP OPERATIONS

(1) RESPONSE MANAGER/SENIOR/JUNIOR/SPECIALIZED MANAGER RESPONSIBILITIES

(a) For each cleanup/removal action task order issued, the Contractor shall designate a Response Manager (RM) unless otherwise specified by the EPA in the task order. Whenever possible, the designated RM shall be fully dedicated to the specific cleanup action for the duration of the response, unless substitutions are approved by the FOSC.

(b) The RM shall be the single point of contact for on-scene coordination and shall be responsible for the management and execution of all cleanup activities in exact accordance with the technical direction provided by the task order SOW and/or the FOSC. The RM must be at the scene of a response within forty-eight (48) hours, or as specified in the task order. The RM shall not be precluded from responding in less than the response time limits, as stated (but not a requirement) in the task order. The RM shall be on scene on a daily basis, unless otherwise instructed by the FOSC.

(c) As a minimum, the RM shall provide the following specific on-scene responsibilities:

- (1) Maintain communication and coordination with the FOSC for the duration of a specific response, including reporting any and all problems encountered in executing cleanup activities.
- (2) Conduct on-scene surveys, when appropriate, to develop detailed project work plans in coordination with the FOSC.
- (3) Ensure that contractor cleanup personnel can properly operate the equipment. Ensure that the materials requested by the FOSC are provided within the response time required.

- (4) Provide immediate on-scene access to all contractor cleanup personnel, equipment, and materials at all times in order to allow the FOSC to direct the Federal response.
- (5) Provide administrative support, supervision, and management of cleanup personnel, equipment, and materials provided on-scene, to ensure that all technical directions issued by the FOSC are immediately executed in an acceptable manner.
- (6) Take immediate corrective action when performance is not acceptable.
- (7) Implement and manage the Quality Management Plan for the contract. Ensure that the performance of assigned tasks adheres to all quality assurance, quality control, and chain-of-custody procedures specified in the QA program and project plans, in accordance with Agency and Region 5-specific QA requirements.
- (8) Provide the FOSC with a detailed reporting of all costs incurred at a specific site under the task order. The required form is the EPA Form 1900-55, Contractor Daily Cost Report, which is generated by the RCMS computer software program (IBM compatible). (Attachment 7)
- (9) Ensure adequate quality control between the RCMS and the corporate accounting system.
- (10) Implement a comprehensive response action safety plan to protect all contractor cleanup personnel, including both the prime and subcontractors, in both contaminated and uncontaminated areas. Assume responsibility for ensuring that OSHA Hazardous Substance Response regulations (29 CFR Part 1910) for site safety, training, and health monitoring are met by all prime and subcontractor personnel who work on site under the task order.
- (11) Coordinate transportation and disposal of oil and hazardous wastes with the T&D coordinator.

(2) FIELD PERSONNEL. All field personnel shall have experience in performing assignments dealing with hazardous materials and routine manual labor in accordance with the requirements of the Section C clause entitled "PERSONNEL QUALIFICATIONS." Personnel shall be qualified in the operation of cleanup equipment and have a working knowledge of standard material safety procedures.

(3) OIL AND HAZARDOUS MATERIALS CLEANUP OPERATIONS

(a) The Contractor shall provide cleanup services for responses to releases of oil, petroleum, and hazardous substances, as specified in task orders issued by the EPA Ordering Officer. If specified in the task order, the Contractor shall conduct an initial on-scene survey. The purpose of the survey shall be to gain sufficient on-scene familiarity with the task order SOW to enable the Contractor to prepare a detailed work plan to accomplish the project in the most effective, economically sound, efficient, and safe manner.

(b) The work plan shall define the types and quantities of cleanup personnel, equipment, and materials that shall be required; the proposed project schedule by subtask; and the estimated cost. The contractor shall develop a work plan within ten (10) calendar days after mobilization for approval by the FOSC, if required by the task order. Additional information about work plans is contained in the Section F clause entitled "REPORTS OF WORK (EPAAR 1552.210-70)(APR 1984) ALTERNATE I (APR 1984) DEVIATION."

(c) The Contractor shall provide all personnel, material, and equipment types and quantities (within the forty-eight (48) hour response time) as specified in the task order. The Contractor shall take all necessary actions to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of oil, petroleum, or hazardous substances into the environment. As a minimum, the Contractor shall provide the following cleanup/removal actions:

(1) Containment and Countermeasures. The Contractor shall assist the FOSC in protecting the public health and welfare; sampling and analysis to determine the source, extent, and disposal options of a release; containing the release at its source and preventing the further migration of the pollutant; controlling the source of the discharge; using chemicals or other materials to restrain the spread of the pollutant; constructing slurry trenches; placing diversionary booms; moving earth; handling drums; containerizing pollutants; diverting streams; keeping waterfowl and other wildlife away from the polluted areas; controlling water discharges from upstream impoundments; providing alternative drinking water supplies on a temporary or permanent basis; traffic control; crowd control; navigation controls; security; executing damage control and/or salvage operations.

(2) Cleanup, Mitigation, Treatment, and Disposal

(A) Actions shall be taken to recover the pollutant from the affected media. As a minimum, the Contractor shall provide the following treatment actions: using chemicals for flocculation, coagulation, neutralization, and separation; using biological treatment agents; physical and chemical treatment of affected water and soil; using specialized equipment, i.e., chemical fixation stabilization, mobile carbon treatment system, etc.; aerating affected media to selectively release volatile components; fixing or treating the polluted media in place; salvaging or destroying vessels; destroying contaminated equipment and facilities; and detonation of shock sensitive/explosive materials.

(B) In lieu of or following any treatment action performed, physical collection of pollutants shall be accomplished followed by temporary storage prior to ultimate disposal. As a minimum, the

Contractor shall conduct the following cleanup work: flushing contaminants from marsh areas followed by collection and holding; skimming materials from the surface of water; washing soils with subsequent collection and storage of recovered material; pumping contaminated groundwater with subsequent storage; and segregating waste chemicals according to compatibility at uncontrolled hazardous waste sites.

(C) Following removal and temporary storage, any contaminated material shall be disposed of consistent with all appropriate Federal, state, and local regulations. The FOSC may request sampling and analysis for disposal purposes. The FOSC shall have the option of obtaining analysis, transportation, and disposal services through this contract or through other contractual mechanisms, at his discretion. Disposal shall be conducted on-site or off-site, as determined by the FOSC.

(D) All off-site treatment, storage, and disposal shall be subcontracted due to the potential for conflicts of interest. As a minimum, the Contractor shall employ the following disposal techniques: controlled or uncontrolled combustion, incineration, bioremediation, chemical treatment, land disposal, fixation/stabilization, injection, degradation, recycling, and other existing or innovative treatment and disposal technologies. The disposal operations shall include temporary storage and ultimate disposal. Depending on the extent of contamination, disposal operations may also include demolition.

(E) All storage, transportation, treatment, and disposal of pollutants shall be accomplished in accordance with all applicable and relevant safety and environmental laws and regulations at the Federal, State, and local level, unless waived by the FOSC under special circumstances.

(F) The contractor shall be responsible for all necessary transportation and off-site disposal permits. At the time of any off-site treatment, storage, or disposal, the Contractor shall be responsible for verifying that the facility selected to receive the waste meets the requirements of the EPA's off-site policy. This verification may be obtained from the FOSC or other designated Federal officials or individual State RCRA contacts. The Contractor shall not utilize any facility that has not been verified for any off-site treatment, storage, or disposal of CERCLA wastes, unless the FOSC has obtained an emergency waiver from the off-site policy.

(4) MARINE OPERATIONS

(a) Marine Operations shall include all aspects of the SOW, and any special requirements outlined in this section. During marine operations, the Contractor shall display signal lights and conduct its operations in accordance with the General Regulations of the Department of the Army, Coast Guard, and applicable Federal and State boating standards governing light and day signals to be displayed by vessels, other craft, or booms in the cleanup operations. (Reference 33 CFR, Parts 84-90 and 207.)

(b) If the Contractor, during the progress of work, loses, dumps, throws overboard, sinks, or misplaces any material, plant machinery, or appliance, which, in the opinion of the FOSC, may be dangerous to or obstruct navigation, the same contractor shall immediately recover and remove the same at no expense to the Government.

(1) The Contractor shall give immediate notice, with description and location, of such obstructions to the FOSC, and when directed by the FOSC, shall mark or buoy such obstructions until the same are removed.

(2) If the Contractor refuses, neglects, or otherwise fails to comply with the above requirements, such obstructions may be removed by the Government and the cost of such removal will be deducted from any monies due or that become due to the contractor.

(3) The liability of the contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 407, 415, and 419 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C.A. 401 et seq.).

(c) If the Contractor recovers any oil, the proceeds from the sale of such oil, oil-water mixture, or hazardous substances shall become the property of the Government as set forth: if the substance recovered from cleanup and containment operations is salvageable, the Government may elect to have the contractor transport such recovered substances to a Government-specified storage site or directly to a commercial salvage company. Salvageable products, and the proceeds derived from them, shall become the property of the Government. If the Government elects to deliver recovered substances to a commercial salvage company, the Contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract.

(d) If the balance of allowable contract costs is less than the credit for recovered substances, the Contractor shall reimburse the Government for the difference.

(5) RESTORATION. The Contractor shall use due care to prevent damage to property or materials of third parties. The Contractor shall repair or replace materials damaged by the cleanup operations and take actions to restore the damaged environment to a functional condition and, where necessary, to as near pre-response conditions as possible, as approved by the FOSC. As a minimum, restoration services shall include the removal of any equipment, materials, structures, and debris from the site. Restoration may include both personal and real property. As a minimum, restoration of personal property of third parties includes: repair/replacement of bedding, walls, porous furniture, drapes, floor coverings, restocking food stuffs, clothing, and removal of fugitive dust. As a minimum, the Contractor shall restore real property as follows: backfilling excavated areas, regrading, reseeding, planting, repaving roadways, replacing structures and utilities, fencing, replacing/repaving sidewalks, and removing dust, dirt, or debris, etc.

(6) ANALYTICAL. The Contractor may be required to provide on-site and off-site analytical activities as determined by the EPA. A rapid turnaround of twenty-four (24) hours or less may be required to provide chemical and physical analyses of potentially large quantities of samples. As a minimum, the Contractor shall provide the following analysis services: pH, flash point, oxidation reduction, organic vapor analysis, sulfides, phenols, and applicable disposal parameters. As determined by the EPA, the contractor shall also perform related activities which may include sample collection, storage, transportation, analysis, and disposal.

(7) TEMPORARY RELOCATION. The Contractor shall provide the required support necessary to implement Temporary Relocation Assistance under the authority of the applicable regulations. Examples of tasks that may be required are: provide assistance for temporary housing of residents, such as hotels, motels, apartments, kennels, and transportation services; site security, etc.

(8) EXPERT TESTIMONY.

(a) From time to time, the Government may require expert testimony during enforcement proceedings for a given site where the Contractor provided services. Such effort will be considered within the scope of this contract. The Contractor shall furnish the technical services, materials, and equipment required to support Government enforcement proceedings against owners or operators of uncontrolled hazardous substances disposal sites or against generators and transporters of hazardous substances.

(b) Such proceedings may be directed toward obtaining an injunction against continued use of the site, an order to undertake removal action, or recovery of costs incurred by the Government in undertaking such actions. Preparation of affidavits and depositions may be required. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under this contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to the actions taken by the Contractor at the site.

(c) The activities shall be closely coordinated through the PO with the Regional enforcement office to ensure that all necessary data are collected and that proper chain-of-custody procedures required to support court proceedings are observed. As a minimum, the following enforcement support efforts shall be provided: implementing contract document control and chain-of-custody procedures and providing testimony during enforcement proceedings for a given site for which the Contractor provided services.

(d) Reference the Section H clause entitled "EXPERT TESTIMONY."

C.3 PERSONNEL QUALIFICATIONS

NOTE 1 - LISTED AS CONTRACT LINE ITEM NUMBERS IN SECTION B.

NOTE 2 - TO BE NEGOTIATED ON A SITE SPECIFIC BASIS.

(a) Program Manager, Transportation and Disposal Coordinator(s), and Response Managers Minimum Qualifications

(1) The Program Manager (Note 1) (point of contact) shall have the following minimum qualifications and experience:

(a) M.S. degree or equivalent (see paragraph (d)(1) through (d)(3) below), with 6 years or more experience; or

(b) B.S. degree or equivalent (see paragraph (d)(1)

through (d)(3) below), with 10 years or more experience.

- (c) Experience Factors: Technical experience in oil, petroleum and chemical cleanup activities, hazardous chemical waste site cleanup and disposal activities or other discipline directly related to the requirements of this contract. A minimum of four (4) years of experience in supervising multi-disciplinary

professionals and general office management including budgetary and cost accounting requirements.

- (2) The Transportation and Disposal Coordinator(s) (Note 1) shall have the following minimum qualifications and experience:

- (a) B.S. degree in chemistry, chemical engineering or in a related discipline together with a minimum of 1 year experience in the Hazardous Waste Field related directly to the arranging of transportation and disposal of Hazardous Waste or similarly related activities. Knowledge and experience in the use of Federal Regulations (DOT, TOSCA, RCRA, Superfund), State and local regulations and their application to various transportation methods and treatment technologies.

or

- (b) 3 years experience in the Hazardous Waste Field related directly to the arranging of transportation and disposal of Hazardous Waste or similarly related activities. (In addition, must be a Certified Hazardous Materials Manager (CHMM) at the Senior Level (from the Institute of Hazardous Materials Management). Knowledge and experience in the use of Federal Regulations (DOT, TOSCA, RCRA, and Superfund), State and local regulations and their applications to various transportation methods and treatment technologies.

- (3) The Response Managers shall have the following minimum qualifications and experience corresponding to the following levels of Response Manager:

- (a) Senior Response Managers (Note 1) shall have a B.S. degree or equivalent (see paragraph (d)(1) through (d)(3) below), and a minimum of five (5) years of direct on-scene field experience in oil, petroleum and chemical cleanup activities, hazardous chemical waste site cleanup and disposal activities, development of site and spill safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. A minimum of four (4) years of the required experience

shall be in managing and supervising multi-disciplinary (professional and laborer) oil, petroleum and chemical cleanup personnel.

- (b) Junior Response Managers (Note 1) shall have a B.S. degree or equivalent (see paragraph (d)(1) through (d)(3) below), with two (2) years of direct, on-scene field experience in oil, petroleum and chemical cleanup activities. Such activities include: hazardous chemical waste site cleanup, and disposal activities, development of site and spill safety plans, heavy equipment operation and field construction, or other field discipline directly related to the requirements of the contract. A minimum of one (1) year of the required experience shall be in managing and supervising multi-disciplinary (professional and laborer) oil, petroleum and chemical cleanup personnel.
- (c) Specialized Response Managers (Note 2) shall have a M.S. degree or equivalent (see paragraph (d)(1) through (d)(3) below), with three (3) years specialized experience in designing or implementing a particular alternative cleanup, disposal, treatment, or destruction technology. In addition, the Specialized Response Manager shall have a minimum of (1) year of experience in managing and supervising multi-disciplinary (professional and laborer) oil and chemical cleanup personnel during on-scene field oil or chemical cleanup activities.

(b) Specialized On-Scene Personnel Minimum Qualifications

- (1) Field Cost Administrators (Note 1) shall have a minimum of two (2) years of work experience in accounting, finance, and/or business disciplines. As a minimum, the Field Cost Administrator shall be proficient in the following areas: performing various administrative duties (i.e., on-site cost tracking and documentation; coordinating the acquisition of materials, supplies, and subcontracting activities; performing general site duties such as typing, filing, and answering telephones; processing payrolls and maintaining payroll records; managing inventory and storage of inventory, cataloging, and property utilization); performing accounting tasks such as posting to registers, ledgers, and journals; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents; assigning prescribed accounting distribution codes; identifying subsidiary accounts affected and debit and credit entries to be made and assigning proper codes; examining and verifying the clerical accuracy of various types of reports, lists, calculations, postings, etc.; reviewing computer printouts against manually maintained journals, detecting and correcting erroneous postings, and preparing documents to adjust accounting classifications and other data; preparing

journal vouchers; making entries or adjustments to accounts; and reviewing lists of transactions rejected by an automated system, determining reasons for rejections and preparing necessary correction material. The Field Cost Administrator shall be proficient in the use of and have a working knowledge of the terminology, codes, and processes used in an automated accounting system. The Field Cost Administrator shall display a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system. The Field Cost Administrator also prepares the Contractor Daily Cost Reports using RCMS.

- (2) Dive Supervisors (Note 1) shall have a minimum of five (5) years of commercial diving experience and three (3) years of field management experience. Dive supervisors plan and direct dive operations and are responsible for dive safety, equipment, and scheduling of diving activities.
- (3) Divers (Note 1) shall be commercially certified divers with 40 hour OSHA training (29 CFR 1910). Divers perform underwater cleanup tasks including sampling, capping, and diver assisted dredging.
- (4) Dive Tenders (Note 1) shall be certified SCUBA divers, at a minimum. Dive tenders perform dive support activities related to underwater cleanup projects.

(c) Other On-Scene Personnel Minimum Qualifications

(1) All other personnel shall demonstrate experience in performing assignments dealing with hazardous materials and in performing routine manual labor. Personnel must be qualified to operate cleanup equipment, have a working knowledge of standard hazardous material safety procedures and personnel safety equipment, operate testing or processing equipment of moderate complexity, and construct components or subassemblies of prototype models. Must demonstrate abilities to troubleshoot malfunctioning equipment and make simple repairs.

(2) Required Experience: minimum 1 year.

(3) These personnel shall perform the following duties:

FOREMAN (Note 1)	Directs and oversees response activities of the ERRS cleanup crew at response actions under the direction of the Response Manager. Experienced in directing both general labor and hazardous substance personnel, and trained for work using all levels of personal protective equipment.
CLEANUP TECHNICIAN (Note 1)	Performs labor related to sampling and cleanup of hazardous wastes. Applies technical skill in handling hazardous substances. Trained for work using all

	levels of personal protective equipment.
EQUIPMENT OPERATOR (Note 1)	Operates and maintains heavy equipment, such as backhoes, bulldozers, loaders, and drum grapplers. Trained for work in all levels of protective gear.
TRUCK DRIVER (Note 1)	Operates trucks used to transport temporary structures, heavy equipment, materials, and supplies, as well as hazardous materials to and from sites.
LABORER (Note 1)	Performs general, non-technical labor involved in hazardous waste site control. Does not handle hazardous substances and does not require hazardous materials personal protective equipment.
CONSTRUCTION INSPECTOR (Note 1)	Oversees alternate water supply projects and other construction related activities. Reviews designs, specifications, CAD drawings, and performs field management of subcontractors.
ELECTRICIAN (Note 1)	Installs, repairs, maintains and/or operates electrical equipment and machinery, including power supplies for use at removal sites.
CHEMIST, ORGANIC (Note 1)	Develops sampling plans to determine extent of cleanup required. Conducts sampling and oversees analysis to determine the concentration of hazardous substances present on a site. Follows chain of custody procedures, including documentation. Analyzes sampling results.
COMPUTER OPERATOR (Note 1)	Performs computer assisted design, computer modeling activities, and prepares engineering drawings related to removal sites.
GEOLOGIST/ HYDROGEOLOGIST (Note 1)	Applies field geology/hydro geology principles to analyze and solve hazardous substance problems, including soil contamination, ground water contamination, off-site migration of contaminants, and drinking water contamination.
INDUSTRIAL HYGIENIST/ SITE SAFETY INSPECTOR (Note 1)	Develops site health and safety plans as per Agency requirements and guidelines requiring application of engineering principles and technology to control conditions contributing to occupational hazards. Performs site inspections to ensure compliance with site health and

safety plans.

RADIATION SPECIALIST (Note 1)	Conducts radiation and air sampling monitoring and sampling studies needed to identify the impact of sites on specific population segments. Implements radiation and air sampling and monitoring plans to ensure that the response actions produce the least overall impact on the environment. Requires B.S. degree in Environmental Science or related discipline with a minimum of 12 hours specifically related to types and use of radiation instruments. Competent with the maintenance and calibration of a variety of radiation equipment.
SITE SAFETY (Note 1)	Implements site health and safety plans on-site. Assists with site inspections to ensure compliance with site health and safety plans. Notifies the RM and the FOSC of compliance or other problems with site health and safety.
WELDER (Note 2)	Assembles structures and/or equipment that requires the joining of metals for use at response sites.
MECHANIC (Note 2)	Assembles, repairs, and/or disassembles equipment and machinery for use at response sites.
CARPENTER (Note 2)	Assembles, repairs, and/or disassembles structures, using wood for use at removal sites.
EXPLOSIVE SPECIALIST (Note 2)	Identifies, handles, and disposes of explosive devices and highly reactive chemicals from removal sites. Specially trained and experienced in explosives handling.
DATA ENTRY CLERK (Note 2)	Prepares and reconciles contractor daily cost reports with the Removal Cost Management System. Maintains database of daily contractor costs for internal contractor cost tracking and invoicing.
EMERGENCY MEDICAL TECHNICIAN (Note 2)	Oversees implementation of site health safety plans. Trained and certified as an EMT, with emphasis on immediate response to hazardous substance exposure.
LAB TECHNICIAN (Note 2)	Assists the organic chemist in the sampling and analysis to determine the concentrations of hazardous substances

present at a response site.

ENGINEER,
CHEMICAL
(Note 2)

Applies chemical engineering principles to recommend solutions to hazardous waste response problems. Develops sampling plans to determine extent of cleanup required. Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and cost.

CIVIL
ENGINEER
(Note 2)

Applies civil engineering principles to recommend solutions to hazardous waste response problems. Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and cost.

(d) Experience/Qualifications Substitutes

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years or a minimum of eight (8) years of experience in the proposed field of expertise will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a two-for-one basis.

C.4 PERSONAL PROTECTIVE EQUIPMENT

(a) Personal Protective Equipment requirements are determined by the NIOSH/OSHA/USCG/EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities issued in October 1985. These guidance documents, or their updated versions, will be the final determination for personal protection guidance in this contract. All equipment associated with a particular level of protection, or modified level of protection, is to be supplied by the contractor for each site. Details of the appropriate level of protection will be covered in the site safety plan as specified the Section F clause entitled "REPORTS OF WORK (EPAAR 1552.210-70)(APR 1984) ALTERNATE I (APR 1984) DEVIATION."

(b) In an explosive atmosphere, intrinsically safe equipment is a requirement. Optional equipment must be available, depending upon site exigencies.

(c) LEVEL A

Pressure-demand, self contained breathing apparatus (MSHA/NIOSH approved)
 Fully encapsulating chemical-resistant suit
 Coveralls*
 Underwear, long cotton underwear*
 Gloves (outer), chemical-resistant
 Gloves (inner), chemical-resistant
 Boots, chemical-resistant, steel toe and shank. (Depending on suit boot, worn over or under suit boot)
 Hard hat* (under suit)
 Disposable protective suit, glove, and boots* (Worn over fully encapsulating suit)
 2-way radio communications (intrinsically safe)
 Cooling Garment

(d) LEVEL B

Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)
 Chemical-resistant clothing (overalls and long sleeve jacket; coveralls; hooded, one or two-piece chemical-splash suit; disposable chemical-resistant coveralls)
 Coveralls*
 Gloves (outer) chemical-resistant
 Gloves (inner) chemical-resistant
 Boots (outer) chemical-resistant, steel toe and shank
 Boots (outer) chemical-resistant (disposable)*
 Hard hat (face shield*)
 2-way radio communication (intrinsically safe)

(e) LEVEL C

Full-face, air purifying respirator (MSHA/NIOSH) approved)
 Chemical-resistant clothing (one piece coverall; hooded, two piece chemical splash suit; chemical-resistant hood and apron; disposable chemical-resistant coveralls)
 Coveralls*
 Gloves (outer) chemical-resistant
 Gloves (inner) chemical-resistant
 Boots, steel toe and shank, chemical-resistant
 Boots (outer) chemical-resistant (disposable)*
 Hard hat (face shield*)
 Escape mask*
 2-way radio communications (intrinsically safe)

(f) LEVEL D

Coveralls
 Gloves
 Boots/shoes, safety or chemical-resistant steel toe and shank
 Boots (outer) chemical-resistant disposables*
 Safety glasses or chemical splash goggles*
 Hard hat (face shield*)
 Escape mask*

NOTE: *Optional at the discretion of the FOSC

C.5 MATERIALS

(a) The Contractor shall provide all materials ordered by the FOSC. The following is a partial list of materials that represents the types of materials that may be required on-site:

(b) MATERIALS

Containers

Drums (55-gal)
Overpacks (85-gal)
Storage tanks
Plastic bags
Waste boxes
Tank patch kits

Building Materials

Lumber
Cement/concrete
Fencing materials
Tools
Hardware
Welding supplies

Fill Material

Sand, gravel, crushed rock
Clay
Topsoil
Landscaping materials

Sampling Supplies

VOA bottlers
Sample jars, 8-oz.
Wide mouth pint jar w/Teflon lid liners
½ gal. amber jugs
Glass tubes, 16mm, 4 ft.
Cubitainers (plastic sample containers, var. sizes)
Vermiculite
1-gal. paint can w/lid
DOT labels
Sample gloves
Stainless steel spoons
Split spoons
Sample preservatives
DOT sample containers

Sorbents/Solidifiers

Sorbent pads, booms
Containment booms & anchors
Absorbent filters
Kiln dust, Portland cement, flyash
Corncobs, rice hulls, sawdust
Sandbags

Bulk Chemicals

Neutralizing acids/bases
Soda ash
Lime/calcium carbonate
Activated carbon
Hydrogen peroxide
Sodium Hypochlorite

Safety Gear

Spare SCBA tanks/compr. air
Respirator cartridges (R-57)
Stress drinks
First aid supplies/emer. oxygen
Disinfectants for equipment

Decontamination Materials

Wash pails/buckets
Soap, shampoo
Paper towels
Brushes
Hoses
Alconox, TSP

Other Materials

Duct tape
Carts/pallets
Film & developing
Caution tape
Office supplies
Pumps/hand pumps
Reinforced hoses
Fuel (gasoline, kerosene, diesel, propane, etc.)
Visqueen, pool liners
Oil, grease, silicone
Oil spill sorbent booms
Oil spill sorbent pads

C.6 SPECIAL EQUIPMENT SPECIFICATIONS

(a) Equipment Specifications for CLINS in Section B

- (1) Trailer, Decontamination, 8 ft. by 20 ft. minimum - Enclosed, self-contained trailer with HVAC. (RCMS #2-20-20)
- (2) Trailer, Decontamination, With Showers, 8 ft. by 30 ft. minimum - Enclosed, self-contained trailer with HVAC and showers. (RCMS #2-20-40)
- (3) Trailer, Decontamination, Without Showers, 8 ft. by 30 ft. minimum - Enclosed, self-contained trailer with HVAC. (RCMS #2-20-41)
- (4) Laboratory, Analyzer, Hazcat System - Includes glassware, chemical reagents, and equipment necessary to characterize hazardous wastes into compatible waste streams using an EPA-approved hazcatting procedure (vented fume hood not included). (RCMS #2-20-41)
- (5) Safety, PPE, Level A/Suit - Includes fully encapsulating chemical resistant suit, pressure-demand SCBA or on-line air with escape pack (including cascade system and hoses), hard hat, chemical resistant boots, inner/outer gloves, coveralls, and cooling garment. Grade D breathing air cylinders or extra SCBA bottles billed separately as materials. (RCMS #5-05-40)
- (6) Safety, PPE, Level B/SCBA - Includes pressure-demand SCBA or on-line air with escape pack (including cascade system and hoses), hard hat, chemical resistant boots, inner/outer gloves, and coveralls. Disposable boot covers, Tyvek or SARANEX suit, Grade D breathing air cylinders, or extra SCBA bottles billed separately as materials. (RCMS #5-05-51)
- (7) Field Equipment, Boat, 14/16 ft. - Must comply with USCG and state requirements. Used for oil spill response or to support underwater investigations or cleanups. (RCMS #7-15-20)
- (8) Field Equipment, Boat, 21 ft. - Must comply with USCG and state requirements. Used for oil spill response or to support underwater investigations or cleanups. (RCMS #7-15-30)
- (9) Field Equipment, Boat, 26-30 ft. - Must comply with USCG requirements. Used for oil spill response or to support underwater investigations or cleanups. (RCMS #7-15-35)
- (10) Field Equipment, Computer, CAD - Computer drafting equipment. Minimum 200 MHZ Pentium Processor, 32 MB of RAM, 2 MB of video RAM, minimum AUTOCAD 13, digitizer, printer, and plotter. (RCMS #7-23-25)
- (11) Field Equipment, Diving, SCUBA - AGA mask with radio communications port, dry dive suit (similar to Viking or Draeger Constant Volume), gloves, boots, weight harness, surface to diver two-way radio communications, bottled air, support and maintenance equipment. (RCMS #7-36-05)

(12) Field Equipment, Diving, Hard Hat Shallow - Hard hat dive helmet with radio communications ports (similar to Superlite-17, Helmax SS-20 Model B, or Desco Diving Hat), dry dive suit (similar to Viking or Draeger Constant Volume), gloves, boots, weight harness, surface to diver two-way radio communications, bottled air with cascade system or compressor unit and hoses, bail-out bottle, support and maintenance equipment. (RCMS #7-36-10)

(13) Oil Boom, Harbor, 12" Skirt - Containment boom. Includes necessary tackle. (RCMS #9-05-05)

(14) Oil Boom, Harbor, 18" Skirt - Containment boom. Includes necessary tackle. (RCMS #9-05-05)

(15) Oil, Skimmer, Drum - Minimum recovery capacity of 450 bbls/day. (RCMS #9-15-05)

(16) Oil, Skimmer, Rope - Minimum recover capacity of 2,000 bbls/day. (RCMS #9-15-10)

(17) Emergency Lighting - Self contained with extendable boom generator. (RCMS #7-67-10)

(18) Acid Pump - Stainless steel, 2 in. (RCMS #8-01-10)

(19) Collapsible Holding Pool (50,000 gal.) (RCMS #6-39-50)

(20) Grappler Drum Hyd. 360 Degrees. (RCMS #3-45-30) This equipment shall meet or exceed the following requirements:

(a) Hydraulic operation of clasp and rotation functions

(b) Compatible with and capable of usage by a tracked excavator, i.e., CAT 215 or equivalent, without in field modification of hydraulics, boom or grappler unit.

(c) Unit shall have keyed or designed "stops" on the hydraulics to prevent crushing of drums.

(d) Unit shall have solid steel plate grasp structures to funnel any blasts vertically upward upon contact with drums

(21) Air Compressor - Utility air, hot clean air, 185 cfm (RCMS #7-21-10), > 200 cfm (RCMS #7-21-20)

(22) Computer Hardware* - minimum of IBM compatible, Pentium processor with a minimum speed of 200 MHZ; 3.0 Gig hard drive; 32 Mg RAM; 28.8 data/fax modem; 1.44MB 3-1/2 inch high density drive; one serial port; one parallel port; one letter-quality printer. The hardware shall be Year 2000 compliant pursuant to EPA's definition, which is Century-Century/Year-Year/Month/Day. (RCMS #7-23-20)

(b) Equipment Specifications - Items to Be Negotiated on a Site-by-Site Basis

(1) Emergency Response Trailer - Includes personnel safety and communications equipment, barrel cart, explosion meter, oxygen meter, and

metal detector. Trailer shall be equipped with stairs. (RCMS #2-60-10)

(2) Office Trailer - Minimum 8 ft. X 30 ft. (unless otherwise specified) with photocopier, telephone, telephone jacks, electrical hookup, HVAC, telecopier, typewriter, and communications capability (157.075 mgH). Trailer shall be equipped with stairs. (RCMS #2-55-30)

(3) Field Lab Without Trailer - Standard wet chemistry lab, i.e., beakers, test tubes, various glassware, reagents, and cleaning solvents. Not to include special analytical testing equipment, but should include a "Hazardous Kit" or equal. This lab will enable the chemist/lab technician to characterize any waste into standard categories. (RCMS #4-03-40)

(4) Mobile Laboratory - Laboratory, mobile with fume hood, glove box, bench space, bottles and reagents, pesticide clean: stainless steel serving spoons, Vermiculite, 1 gallon paint cans w/lid clips, DOT flammable liquid, solid and poison "B" labels. (RCMS #4-03-20)

(5) Work Barge (RCMS #7-07-10 - Hoist/#7-07-20 - Pump)

(6) Tank, Frac, 20,000 gal. (RCMS #7-92-25)

(7) Trailer - Carbon Steel

(8) Trucks

(a) 6000 gal. Vacuum (RCMS #1-51-60 or 1-51-61(Stainless))

(b) Boom/Crane

(9) Boom, Absorbent

(10) Oil Snare

(11) Supersucker

(12) Dracone, F Type

(13) Pumps

(a) 3" Submersible (with hoses) (RCMS #8-51-20)

(b) 4" Submersible (with hoses) (RCMS #8-51-30)

(14) Portable Heating Capabilities. (RCMS #7-53-10) Equipment shall meet or exceed the following requirements:

(a) Electric, diesel, or kerosene fired units capable of producing a minimum of 100,000 BTU's

(b) Portable "salamander" type units that can be handled easily by one person

(c) Units shall have fuel capacity to run at least 4 hours without refueling

(15) Personnel Sampling Pump - Low/high flow with self timer
(RCMS #5-20-12)

(c) Software Specifications*:

- (1) Wordperfect -- Version 6.1 or less
- (2) Lotus - Lotus 1-2-3 Release 5.0 or less
- (3) dBase -- Version 5.5 or less
- (4) Communications software:

- (a) Crosstalk
- (b) Close-up
- (c) Fax software

(d) microOHM/TADS and/or other chemical database which will produce MSDS-like information

(d) Government-Furnished Software - The Agency will provide the Removal Cost Management System (RCMS) software, Version 4.2, at the time of contract award.

* List is not all inclusive.

C.7 INCORPORATION OF CONTRACTOR'S OFFER

The Contractor's offer, which includes Standard Form 33; Section B, Supplies or Services and Prices/Costs; Professional Employee Compensation Plan, dated _____; Confidential Business Information (CBI) Plan, dated _____; Conflict of Interest (COI) Plan, dated _____; Quality Management Plan, dated _____; Quality Assurance Program Plan, dated _____; Health and Safety Program Plan, dated _____; Collective Bargaining Agreements with _____ dated _____; Contractor's Written Payroll Policy dated _____; and Resumes and Commitment Letters for Key Personnel; are hereby incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's offer, the contract provisions take precedence.

C.8 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (JUN 1996)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
401 M Street, S.W.
Washington, D.C. 20460

Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. **Gopher Access:** gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. **World Wide Web Access:** <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

SECTION D - PACKAGING AND MARKING**D.1 SUBMISSION OF DELIVERABLES IN ELECTRONIC FORMAT**

(a) At the request of the Contracting Officer or as directed elsewhere in this contract or in individual tasks orders issued under this contract, the contractor shall submit deliverables on 3.5" microcomputer floppy disks. The floppy disks shall be packaged in accordance with standard commercial practice for ADP software. The disks shall be IBM compatible, high density, double-sided, and shall be labeled to indicate:

- (1) Name of deliverable;
- (2) Contractor Name;
- (3) Contract Number;
- (4) Date written; and
- (5) Indication of draft or final version.

(b) For each deliverable, data shall be segregated by category and submitted on the diskettes using the following categories:

<u>DATA CATEGORY</u>	<u>ASCII CONVERTED TO AN ORIGINAL IN</u>
(1) Narratives	WordPerfect
(2) Spreadsheets	Lotus 1-2-3
(3) Data Bases	ASCII Delimited Text
(4) PC to PC Communications	CrossTalk

(c) All data submitted in accordance with this clause shall be in the version of the software applications specified in Section C of this contract.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
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52.246-6	JAN 1986	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR
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E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The CO or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the FOSC is the authorized representative of the CO.

(c) Inspection and acceptance will be performed at the Work Site.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION

(a) The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

(b) MANDATORY REPORTS

(1) Contractor Daily Cost Report (EPA Form 1900-55)

- (a) Type: Final
- (b) Title: Contractor's Daily Cost Report (EPA Form 1900-55) (Attachment 12)
- (c) Content Requirements: (1) Estimated or actual daily usage and cost information on personnel, equipment, materials, sample analysis, transportation, disposal, subcontract charges, travel and subsistence, and miscellaneous and other direct costs. The Daily Contractor Cost Report, EPA Form 1900-55, shall be generated using the EPA developed RCMS. The software will be provided at time of award and the data set forth in this paragraph. After completion of the draft EPA Form 1900-55, it shall be reviewed by the contractor and the FOSC, then finalized and signed by the contractor and the FOSC.

(2) All estimated costs sometimes referred to as "await bills" shall be finalized by the contractor within 90 days.

(3) Within 90 days of the completion of site work, the contractor shall:

- (a) have entered into RCMS all costs incurred, but not previously recorded into RCMS. "Reconciliation" 1900-55s for these costs will be generated, reviewed and verified in accordance with procedures for daily 1900-55s.
 - (b) submit a "reconciliation" invoice for these "reconciliation" 1900-55s, as well as costs recorded in RCMS, but not previously invoiced. The "reconciliation" invoice will be generated, reviewed and approved in accordance with procedures for monthly invoices.
 - (c) notify the CO in writing that all costs claimed for this DO have been recorded in RCMS and invoiced.
 - (d) Distribution:
 - (1) FOSC - original signed document
 - (e) Delivery Schedule: On site - The contractor shall provide a copy to the FOSC at end of each work day, or no later than noon the following day. The contractor may submit a monthly 1900-55 to capture await bills being finalized after demobilization from the site within 90 days.
 - (f) Number of days Government has to review/approve: FOSC reviews and signs 1900-55s daily, while on site. When off site, the FOSC will review/approve 1900-55s within 15 calendar days of receipt.
- (2) **CERCLA Off-Site Disposal Report**
- (a) Type: Final
 - (b) Title: CERCLA Off-Site Disposal Report
 - (c) Content requirements: Per the following format
 - (d) Distribution:
 - (1) PO
 - (2) FOSC
 - (e) Delivery Schedule: Report to be completed by cleanup contractor and received by PO/FOSC within 10 days after disposal has been completed at each site.

CERCLA OFF-SITE DISPOSAL REPORT

Information Required for CERCLA Off-site Waste Management Activities

1. Superfund site name/State/CERCLIS SSID number:
2. Type of action (Check two)

<input type="checkbox"/> Removal	<input type="checkbox"/> Fund-financed
<input type="checkbox"/> Remedial	<input type="checkbox"/> PRP-financed
3. Type (check one) and form (check one) of waste; if more than one type, attach separate sheets for this and remaining questions for each type:

Type: <input type="checkbox"/> solvents <input type="checkbox"/> dioxins/furans <input type="checkbox"/> cyanides <input type="checkbox"/> heavy metals (specify metals) _____ <input type="checkbox"/> acids <input type="checkbox"/> PCBs <input type="checkbox"/> halogenated organics <input type="checkbox"/> other RCRA-listed hazardous wastes (specify) _____ <input type="checkbox"/> non-hazardous or de-listed wastes	Form: <input type="checkbox"/> wastewater <input type="checkbox"/> liquid waste <input type="checkbox"/> organic sludge (> 1% total solids) <input type="checkbox"/> inorganic sludge (<1% total org. carbon) <input type="checkbox"/> contaminated soil and debris <input type="checkbox"/> solid or solidified waste (specify) _____
--	--
4. Quantity of waste:

<input type="checkbox"/> cubic yard (CY)	<input type="checkbox"/> tons/lbs
<input type="checkbox"/> gallons (gal)	<input type="checkbox"/> lab packs
<input type="checkbox"/> drums	
5. Range, average, and/or representative concentrations of the contaminants of concern: _____
6. Pre-treatment of waste before transportation:

<input type="checkbox"/> precipitation	<input type="checkbox"/> neutralization
<input type="checkbox"/> solidification	<input type="checkbox"/> fixation
<input type="checkbox"/> stabilization	<input type="checkbox"/> other (_____)
7. Receiving RCRA facility name/location/I.D number/units:

8. Receiving Region _____
9. Receiving Region Off-site Contact (RROC):
 Name _____ Date _____
10. Date(s) of Shipments _____
 Date disposal is completed/facility signs manifest for receipt of final shipment) _____
11. Pre-treatment of waste at site before final treatment or disposal:

_____ precipitation	_____ neutralization
_____ solidification	_____ fixation
_____ stabilization	_____ other (_____)

12. Final method of treatment or disposal/unit receiving:

_____ precipitation	_____ neutralization
_____ incineration	_____ landfill
_____ land treatment	_____ injection
_____ recovery/re-use	_____ other (_____)

13. If waste was landfilled:

- What disposal cell number or location? _____
- Type of liner in cell? (e.g. PVC, clay, hypalon) _____

14. Cost of activities:

_____ treatment/disposal cost per unit _____;
 _____ total cost based on treatment/disposal only
 (no transportation cost);
 _____ transportation cost per unit _____;
 _____ total cost for transportation only.

(3) **Contractor's Final Site Report**

- (a) Type: Draft and Final
- (b) Title: Contractor's Final Report
- (c) Content Requirements: This report shall detail all task order costs, and list labor, equipment, materials, subcontractors, and other items or services delivered. This report shall describe response approaches used, any problems encountered and solutions used.
- (d) Distribution:

<u>DRAFT</u>	<u>FINAL</u>
(1) PO	(1) PO
(2) FOSC	(2) FOSC
	(3) CO
- (e) Delivery Schedule: Draft report to be received within thirty (30) days after the conclusion of the on-site work. Final report to be received within thirty (30) days of the receipt and incorporation of EPA comments.
- (f) Number of days Government has to review/approve: Thirty (30) days from receipt for both the draft and final reports.

(4) **Year-end Report**

- (a) Type: Final
 - (b) Title: Year-end Report
 - (c) Contract requirements: Narrative and cost summary of the activities performed and planned for completion under the contract during the twelve (12) month period being reported. The report shall include an assessment of the overall contract program, recommendations for improving the effectiveness of the program, and a summary of all removal actions taken, including technical and financial information.
 - (d) Distribution:
 - (1) PO
 - (e) Delivery schedule: Within thirty (30) calendar days following the end of each contract year.
- (5) **Quality Assurance Program Plan**
- (a) Type: Final
 - (b) Title: Quality Assurance Program Plan
 - (c) Content Requirements: A quality assurance program plan in conformance with Attachments 5, 6, 7, and 8.
 - (d) Distribution:
 - (1) PO
 - (2) QA Officer
 - (e) Delivery Schedule: Within fifteen (15) calendar days following award of this contract.
 - (f) Number of days Government has to review/approve: Ninety (90) calendar days.
- (6) **Site Safety Plan**
- (a) Type: Final
 - (b) Title: Site Safety Plan
 - (c) Content Requirements: Conforms with 29 CFR 1910.120 and addresses, but is not limited to, three major areas: (1) the site itself, include any geographic hazards which may exist; (2) the materials/chemicals involved, including the nature of each (i.e., explosive), exposure, recommendation for level of

safety equipment to be used at site as well as personal protection; and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

- (d) Distribution: FOSC
 - (e) Delivery Schedule: Report to be received prior to commencing cleanup action for a particular site.
- (7) **Quarterly Quality Assurance Data Report**
- (a) Type: Final
 - (b) Title: Quality Assurance Data Report
 - (c) Content Requirements: A copy of all analytical data generated for sample analysis subcontracts. All reports shall be consistent and compatible in format with EPA's Office of Emergency and Remedial Response quality assurance procedures. The report shall include Non-Contract Laboratory Program (CLP) Superfund Analytical Tracking Forms as backup information for this report.
 - (d) Distribution:
 - (1) PO
 - (2) QA Officer
 - (e) Delivery Schedule: On or before the 15th day following the three month quarter being reported on.
- (8) **Small Business and Small Disadvantaged Business Reports.**
Reference the Section I clause entitled "SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-6) ALTERNATE I (MAR 1996)".
- (a) Distribution:
 - (1) CO (original)
 - (2) PO
 - (3) Socioeconomic Officer
Office of Small & Disadvantaged Business
Utilization
401 M Street, SW (3801R)
Washington, DC 20460
- (9) **Non-Site-Specific Allocation Report**
- (a) Type: Final
 - (b) Title: Site-Specific Allocation Report
 - (c) Content Requirements: Reference the Section G clause

entitled "ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310)(OCT 1991)" and Attachment 13.

- (d) Distribution: Reference the Section G clause entitled "ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310)(OCT 1991)" and Attachment 13.
- (e) Delivery Schedule: Reference the Section G clause entitled "ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310)(OCT 1991)" and Attachment 13.
- (10) **Site Specific Work Plan**
 - (a) Type: Final
 - (b) Type: Site Specific Work Plan
 - (c) Content requirements: Written work plan to be completed after initial on-scene survey. This work plan shall define the types and quantities of clean-up personnel, equipment and materials needed, proposed project schedule by subtask, and the estimated cost. Reference the Section C clause entitled "STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR TASK ORDERS (EP 52.210-110)(APR 1984)."
 - (d) Distribution:
 - (1) CO
 - (2) PO
 - (3) FOSC
 - (e) Delivery Schedule: No later than ten (10) days after mobilization, if required by the task order.
 - (f) Number of days Government has to review/approve: 10 days.

(c) SITE SPECIFIC AND SPECIAL REPORTS. The Contractor shall submit the following reports at the request of the EPA FOSC or other designated official.

- (1) **Daily Work Report**
 - (a) Type: Final
 - (b) Title: Work Report (work to be performed and work accomplished)
 - (c) Content Requirements: Written work report in advance of each day's activities specifying work to be performed and the number and types of personnel, equipment, and materials to be used, and any other activities to be performed. This report also documents work accomplished.

- (d) Distribution:
 - (1) FOSC on-site
 - (e) Delivery Schedule: In advance of commencing each phase of work.
- (2) **Site Progress Report**
- (a) Type: Final
 - (b) Title: Site Progress Report
 - (c) Content: Summary, indicating amount of material treated or removed from a site, transportation and disposal methods used, analytical data, and estimated or actual costs to date.
 - (d) Distribution:
 - (1) FOSC on-site
 - (e) Delivery Schedule: Daily, weekly or bi-weekly progress reports as specified by the FOSC.
- (3) **Special Reports**
- (a) Type: To be determined.
 - (b) Title: To be determined.
 - (c) Content Requirements: To be determined.
 - (d) Distribution: To be determined.
 - (e) Delivery Schedule: To be determined.

F.3 MONTHLY PROGRESS REPORT--TIME AND MATERIALS OR LABOR HOUR CONTRACT

(a) The Contractor shall furnish two (2) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the work ordered and completed during the reporting period, and a description of the work accomplished to support the cost. Since work is ordered using task orders, include the estimated percentage of task completed during the reporting period for each task order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task order, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify the financial status at the task order

level as follows:

- (1) Task order number, date, and title.
- (2) EPA Client Organization.
- (3) Period of performance, including any explanations for any extensions that may be needed.
- (4) For the current reporting period, display the amount claimed.
- (5) For the cumulative period and the cumulative contract life display: the amount obligated, a listing of all invoices submitted including invoice number, date submitted, period of invoice, total amount of invoice, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less total amounts originally invoiced, plus the total amount disallowed.
- (6) Labor hours.
 - (a) A list of employees, their labor categories, and the number of hours worked for the reporting period.
 - (b) For the current reporting period, display the expended labor hours by labor hour category for the prime contractor and each subcontractor and/or joint venture partner.
 - (c) For the cumulative contract period and the cumulative life display: the negotiated, expended, and remaining labor hours by labor hour category for the prime contractor and each subcontractor and/or joint venture partner.
 - (d) Display the estimated labor hours to be expended during the next reporting period.
 - (e) Display the estimates of remaining labor hours required to complete the task order.
- (7) Equipment Usage:
 - (a) A list of equipment items and the number of days used for the reporting period.
 - (b) For the current reporting period, display the expended daily equipment usage by equipment category for the prime contractor and each subcontractor and/or joint venture partner.
 - (c) For the cumulative contract period and the cumulative life display: the negotiated, expended, and remaining daily equipment usage by equipment category for the prime contractor and each subcontractor and/or joint venture partner.
 - (d) Display the estimated daily equipment usage to be expended during the next reporting period.

(e) Display the estimates of remaining daily equipment usage required to complete the task order.

(8) Unbilled allowable costs. Display the total costs for materials/other direct costs/subcontracts that have been incurred but unbilled for the current reporting period and cumulative for each task order.

(9) A list of deliverables for each task order during the reporting period.

(e) This submission does not change the notification requirements of the Section G clause entitled "PAYMENTS--FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 1984)," which requires a separate written notice to the Contracting Officer for each task order.

(f) The reports shall be submitted to the following addressees on or before the 15th of each month following the first complete reporting period of the contract. See the Section G clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70)(JUN 1996) ALTERNATE I (JUN 1996)" for details on the timing of submittals. Distribute reports as follows:

<u>No. of Copies</u>	<u>Addressee</u>
1	Project Officer
1	Contracting Officer

F.4 WORKING FILES (EPAAR 1552.210-75) (APR 1984) DEVIATION

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials

recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT	40		
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer paper and carbonless			50
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue			20
Paper towels			40
Paper napkins			30
Facial tissue			5
Doilies			40
Industrial wipes			0
UNBLEACHED PACKAGING:			
Corrugated boxes			35
Fiber boxes			35
Brown papers (e.g. bags).....			5
RECYCLED PAPERBOARD:			
Recycled paperboard products			80
Pad backing			90

F.6 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from the date of contract award and shall continue in effect through twelve (12) months thereafter, unless terminated in accordance with other provisions herein.

Upon exercise of Option Year I, the period of performance of this contract shall extend from _____ to _____.*

Upon exercise of Option Year II, the period of performance of this contract shall extend from _____ to _____.*

Upon exercise of Option Year III, the period of performance of this contract shall extend from _____ to _____.*

Upon exercise of Option Year IV, the period of performance of this contract shall extend from _____ to _____.*

* To be completed upon contract award (will be a twelve (12) month time frame).

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) DEVIATION**

(a) The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

TO BE DETERMINED AT TIME OF AWARD

(b) A Standard Form 30 will be the method of amending task orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the On-Scene Coordinator (OSC) with a copy to the Project Officer (PO) within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Project Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Project Officer and Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 TASK ORDER SELECTION PROCESS

(a) During the first year of the contract, the Government will attempt to equally distribute the work between the two contractors, unless it is determined to be in the Government's best interest to consider other factors such as a potential conflict of interest, contract capacity, location of contractor personnel and/or equipment, and/or contractor personnel expertise.

(b) The Government will assess and document the contractors' performance throughout the life of the contract by evaluating ongoing contract management and site specific task orders on an annual basis and/or at completion.

(c) Evaluations will be performed for each task order. The task order evaluations will be assessed to determine an annual overall performance score. After the first contract year, the annual overall performance score will be

considered in distributing work.

(d) In the option years, the following Order of Precedence will be considered when issuing Task Orders:

- (1) Conflict of Interest;
- (2) Task Order Specific Requirements (i.e., contractor expertise, special equipment availability, specialized response manager availability);
- (3) Cost of Deployment of Personnel/Equipment and/or Response Lead Times;
- (4) Contract Capacity; and
- (5) Past Performance.

G.3 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is hereby incorporated into the contract as Attachment _____.

G.4 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts (Attachment 10), and/or SF 295 (Attachment 11), Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) 401 M Street, S.W. Washington, D.C. 20460
1 copy	Project Officer

G.5 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APR 1984) DEVIATION

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and

administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) above and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract,

if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all task orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later

than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

NOTE: The requirements of paragraph (c) of this clause are void. The Contractor shall comply with the Section G clause entitled "ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72)(APR 1984) DEVIATION", paragraph (e), in regards to 85 percent notifications.

G.6 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block TO

BE DETERMINED on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual task orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each task order and for the contract total, as well as any supporting data for each task order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.7 INVOICE REQUIREMENTS

(a) Notwithstanding the requirements of the Section G clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70)(JUN 1996) ALTERNATE I (JUNE 1996)," separate invoices must be submitted for each task order issued under this contract. Billings for adjustments due to the Annual Allocation of Non-Site Specific Costs, which are due by December 31 of each year and/or within 90 days of contract expiration, shall be submitted on the following monthly invoices. Invoices for payment shall be submitted in an original and five (5) copies distributed in accordance with the instructions set forth below and shall include the contract number, order number, accounting and appropriation data as set forth in each task order, description of services, and the amount of payment requested. Each invoice submitted for a particular task order shall be numbered consecutively.

(b) In addition to the special requirements described below, all invoices for payment under any task order shall be accompanied by a summary of costs, for other than fixed rate items, claimed by major cost element: labor, equipment usage, sampling/analysis, transportation, disposal, travel and subsistence, materials, subcontracts, and any other charges. Invoices must be broken down further as follows:

(1) Each invoice shall contain a "Cost Summary Report" which will give current and cumulative totals listed by major cost element category.

(2) A "Project Daily Summary" is to be included with each invoice. This portion of the invoice shall have the changes for each major category listed by date with daily totals and separately show costs for each corporate entity providing cleanup services on the site. Costs incurred off-site which do not fall within the purview of the Program Manager should be clearly identified (i.e., decontamination of Contractor-Owned Equipment). Hours charged against a project by ERRS management personnel or work performed at the contractor's office must be clearly identified.

(3) Invoices are to include "Project Daily Detail" sheets with each line item listed giving a description, source of item, quantity, unit of measure, dollar rate and total for the day. There shall be a subtotal for each major category and a total of charges for the day. The "Project Daily Detail" sheets shall be consistent with EPA Form 1900-55's prepared each day with any difference explained fully by individual line item.

EXCEPTION: Where only maintenance activity is occurring at a site (e.g. bottled water, site security, etc.), a monthly EPA Form 1900-55 may be submitted in lieu of the Project Daily Summary and the Project Daily Detail Sheets.

(4) An "Equipment Usage Log" shall be included with each invoice giving the dates that each piece of equipment was utilized during that billing period and its source and unique identification number (i.e., serial number) for those equipment items billed at fixed rates as identified in the Schedule and for those other items of equipment for which FOSC assigned rates have been established in anticipation of fixed rates being negotiated into the contract or task order. Items using FOSC assigned rates must be clearly identified.

(5) A Materials/Other Direct Costs/Subcontract Log shall be included with the invoice and shall itemize all items purchased and/or provided at cost. This Log shall also identify the material handling charge, if applicable, associated with materials purchased and/or provided at cost. Subcontract services provided at the fixed rates listed in Section B of the contract should be excluded.

(6) Copies of hotel receipts are required to be submitted by the Contractor along with monthly invoices. Lack of hotel receipts shall result in the suspension of unsupported amounts until the hotel receipts are provided.

(7) The invoice module shall be used on the Removal Cost Management System (RCMS). The contractor shall commence using that program and format, with appropriate company modifications, to submit invoices under this contract. NOTE: All invoices shall be generated from the contractors accounting system. All billed costs shall be reconciled to the contractor's job cost system on a quarterly basis.

(8) Final invoices for costs other than transportation and disposal must be received with 120 days after site work is completed unless a longer period of time is preauthorized by the FOSC. Final invoices for costs associated with transportation and disposal shall be submitted within 120 days after the transportation and disposal has been completed unless a longer of period of time is preauthorized by the FOSC.

(c) Distribution shall be as follows:

(1) The original and two (2) copies of each invoice to the Finance Office specified in _____* of this contract. The original copy shall be accompanied by readable copies of the Contractor Daily Cost Reports (EPA Form 1900-55) and other documentation (i.e., sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested.

(2) Three (3) copies of each invoice to the FOSC. One (1) copy of the invoice shall be accompanied by readable copies of the Contractor Daily Cost Reports (EPA Form 1900-55) and other documentation (i.e., sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested. This copy shall include, on the reverse side or in an attachment thereto, the following statements:

CONTRACTOR CERTIFICATION

I hereby certify in accordance with FAR 52.232-7 that all costs included in this invoice have been paid by (insert Contractor Company Name) prior to

submitting the invoice to EPA for payment.

Date

Name and Title of Signer with
Authority to Bind the Company

FEDERAL ON-SCENE COORDINATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

Date

Federal On-Scene Coordinator

(3) One (1) copy of the above certifications to the ERRS Project Officer.

(4) One (1) copy of each invoice to the address shown below. This copy shall be accompanied by readable copies of the Contractors Daily Cost Reports (EPA Form 1900-55) and other documentation (sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested. A copy of the certification required above shall also accompany this copy of each invoice.

U.S. Environmental Protection Agency
Acquisition Section - MCC-10J
77 West Jackson Blvd.
Chicago, IL 60604-3590

* To be completed at time of contract award.

G.8 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Manager, Cost and Rate Negotiation Service Center
Office of Acquisition Management
(3802R)
401 M St., S.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon

establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.9 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;

2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;

3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and

4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.10 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.11 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EP 52.242-105) (MAR 1990)

(a) A Financial Administrative Contracting Officer (FACO), normally located in the Cost and Rate Negotiation Service Center, Policy, Training, and Oversight Division, shall be responsible for performing certain post-award functions related to the financial aspects of this contract. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.
- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause.
- (5) In connection with Cost Accounting Standards,
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
 - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
 - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.
- (6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
- (7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging

methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

- (8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the Contracting Officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the Contracting Officer upon execution.

(c) The FACO for this contract is:

_____TO BE DETERMINED AT TIME OF AWARD_____

G.12 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. Attachment 13 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(h) The contractor should refer to Attachment 13 entitled "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.13 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Task Order.

G.14 POST-AWARD CONFERENCE

A post-award conference shall be held within thirty (30) calendar days after contract award in order to 1) achieve a clear and mutual understanding of all contract requirements and 2) to identify and resolve potential problems. Attendance shall be required by representatives of the Contractor and the EPA.

G.15 SUBCONTRACT CONSENT APPROVAL LEVELS

(a)(1) The Contractor shall submit the information required by the clause entitled "SUBCONTRACTS, (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (APR 1985) (FAR 52.244-3)" simultaneously to the Federal On-Scene Coordinator (FOSC) and Contracting Officer (CO) and obtain consent to subcontract from the FOSC or CO in accordance with the following:

<u>Description</u>	<u>Action</u>	<u>Responsible Official</u>
Subcontracts under \$250,000 (Except as Stated Below)	Review & Consent	FOSC
Sole Source Subcontracts Over \$25,000 (Except Transportation and Disposal)	Review Review & Consent	FOSC CO
Sole Source Transportation and Disposal over \$250,000	Review Review & Consent	FOSC CO
Innovative and Emerging Alternative Technology (All Dollar Amounts)	Review Review & Consent	FOSC CO
All Other Actions over \$250,000	Review Review & Consent	FOSC CO

(2) Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at CERCLA sites. An Innovative Alternative Technology may require field testing before it is considered proven and available for routine and/or site-specific use. Emerging Alternative Technology is defined as alternative technology in an earlier stage of development than Innovative Alternative Technology, where performance research has not yet successfully passed laboratory or pilot testing.

(3) FOSCs may authorize the contractor to proceed with placement of subcontracts, regardless of the dollar amount, in instances where CO consent cannot be obtained due to time constraints. Such action requires that a request for ratification be submitted to the CO within five working days in instances where the action exceeds the authority of the FOSC as specified above.

(b) The Contractor is required to obtain consent to subcontract for all cost reimbursement, time and material, and labor hour type subcontracts, regardless of dollar amount, and for all fixed price subcontracts that either exceed \$25,000 or five percent of the total estimated cost of the prime contract, whichever is less. Regardless of dollar amount, subcontract consent is mandatory for subcontracted tasks involving hot zones (all levels), indemnification, conflict of interest or safety training. The authority to consent to subcontracts is delineated in paragraph A herein. (For additional review and/or approval for pollution liability indemnification, refer to Sections H and I). For the purposes of this clause, a hot zone is defined as a site area requiring personal protective equipment at any level.

(c) In instances where the subcontract exceeds \$25,000 or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed \$25,000, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one source and what efforts were made to obtain competition.

(d) The following are designated as "Team Subcontractors" in the contract:

TO BE COMPLETED AT TIME OF CONTRACT AWARD OR MODIFICATION, IF APPLICABLE.

Additional team subcontractors may be approved in writing only by the Contracting Officer.

(e) Subcontract consent under this clause:

(1) Subcontract consent given under this clause is conditional upon the prime contractor providing the required information to support the proposed subcontract;

(2) A copy of the signed subcontract shall be sent to the FOSC and CO within ten (10) working days of its execution;

(3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;

(4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;

(5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;

(6) EPA consent does not constitute a determination as to the acceptability of the subcontract price or the allowability of costs;

(7) EPA consent to the subcontract does not constitute approval

of the terms and conditions of the subcontract; and

(8) The Contracting Officer will act only in disputes arising under the prime contract, even if a subcontractor is affected by the dispute between EPA and the prime contractor.

G.16 DECONTAMINATION OF CONTRACTOR-OWNED EQUIPMENT

With regard to equipment provided by the Contractor, the FOSC and the Response Manager assigned to the site will determine which equipment is to be decontaminated and whether or not it is to be decontaminated at the site of the removal or at the contractor's facilities. Labor charges and charges for decontamination equipment (equipment used to decontaminate other equipment) for decontamination efforts will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in the Schedule. Reasonable charges for the equipment while it is being decontaminated will be allowable charges under this contract. When the decontamination effort is performed at the contractor's facilities, a reasonable charge for the decontamination labor, decontamination equipment, and equipment to be decontaminated shall not to exceed one day.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING (EPAAR 1552.208-70) (APR 1984) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than

25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor

shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of

interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.4 LIMITATION OF FUTURE CONTRACTING (EPAAR 1552.209-74) (MAR 1997)
ALTERNATE I (MAR 1997) DEVIATION**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the task order or tasking document and for a period of five (5) years after the completion of the task order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA within the Contractor's Time Critical Rapid Response (TCRR) assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform TCRR work.

(3) It will be ineligible for award of TAT type activities contracts for sites within its respective TCRR assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this

clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (g), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.5 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to

participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.6 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded to by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.7 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government

may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.8 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.9 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT (EP 52.231-305) (APR 1992)

(a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at cost plus any applicable indirect costs not to exceed the fixed rate specified in the contract for that item.

(b) If it is determined by the CO to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such consideration shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the CO, in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as may be considered necessary by the CO to evaluate the proposal.

(c) In the event of an emergency, the OSC may approve a higher rate with written documentation to be forwarded by the contractor to the CO through the OSC within ten (10) calendar days thereafter. In addition to the information required in the proceeding paragraph, details on the nature of the emergency shall be included.

(d) The final determination on reimbursement for a cost for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the CO except in an emergency during which the OSC's

approval shall be accepted by the CO until the emergency situation is stabilized provided the required documentation is submitted to the CO within the time specified above.

(e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA and the length of the EPA job.

H.10 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

H.11 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a

written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.12 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.13 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, task order, work assignment or technical direction document as appropriate. A Task Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her task order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in

accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the task order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, task order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, task order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, task order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.14 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager
Transportation and Disposal Coordinator(s)
Response Managers

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.15 PUBLICITY (EPAAR 1552.237-74) (APR 1984) DEVIATION

(a) The Contractor agrees to notify and obtain the verbal approval of the Federal On-Scene Coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.16 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.17 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.18 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained by the Contractor and/or any subcontractors during contract performance shall be considered confidential and shall not be disclosed to anyone other than EPA employees or to the Department of Justice without the prior written approval of the OSC and CO. Nor shall any such data be used for any other purpose except in connection with this contract. Any such data generated or obtained during contract performance shall be delivered to the Government at the request of the OSC and CO.

H.19 ACCESS RIGHTS AND ACCESS AGREEMENTS

The Government, with assistance and cooperation from the Contractor, shall obtain access rights and access agreements as necessary to fulfill the requirements of the contract.

H.20 HEALTH AND SAFETY

(a) The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. The Contractor shall submit a Health and Safety Program Plan in accordance with the requirements of the Section C clause entitled "STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR TASK ORDERS (EP 52.210-110)(APR 1984)." However, the PO has the authority to review and establish the minimum standards of safety for all individuals on-site at any time. The Contractor shall ensure that all personnel working at the site are in compliance with EPA, OSHA, state and minimum standards as specified by the PO.

(b) The required level of protection for each site will be specified by the FOSC. The FOSC's determination of the required level of protection at all times shall not be subject to the "Disputes" clause of this contract. Rather, if the Contractor has a dispute with respect to health and safety, which

cannot be resolved between the FOSC and the Contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, New Jersey, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the Contractor may not delay implementation of an FOSC directive pertaining to health and safety.

(c) When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall include the required level of protection specified by the FOSC. The site specific safety plan shall be submitted to the FOSC for review and approval prior to commencing work. Upon receipt of the FOSC's approval, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been requested by the FOSC. If a site safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the FOSC within twenty-four (24) hours (or less if specified by the task order) of its submission to the Contractor. In any event, commencement of cleanup services without notification to the FOSC of any objections will be deemed to constitute acceptance of the safety plan.

(d) Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the Contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

H.21 AUTHORITY TO TAKE DIRECTION

The Contractor agrees to make whatever arrangements are necessary to ensure that there is someone on-scene at all times with the authority to take technical direction from the FOSC and to manage the activities being performed. If work is being performed solely by personnel provided by Team Subcontractors and/or Joint Venture Partners and there is no on-scene presence of a representative from the prime Contractor's firm, the Contractor agrees to provide such subcontractor(s) with the authority to take direction as its agent and to make decisions on behalf of the Prime Contractor.

H.22 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provisions of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this contract.

The disclosure of any potential conflicts of interests as required in the Section H clause entitled "ORGANIZATIONAL CONFLICT OF INTEREST (EPAAR 1552.209-71) (MAY 1994)" of this contract shall not be construed or

interpreted as an admission by the Contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the Contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

H.23 USE OF ERRS COMPANY-OWNED LABORATORIES

The EPA considers it a conflict of interest for the Contractor to use its own laboratories for analysis and requires analysis to be subcontracted. However, under emergency response conditions, there may be instances where real time analytical support services from the ERRS contractor-owned laboratories is necessary and the only option available to the Contractor and the FOSC. In these instances, real time analysis of unstable hazardous waste materials to provide the FOSCs with the necessary information to protect the public health, environment, and site personnel may be provided. The Contractor shall notify the CO, in writing, within 24 hours or the first business day thereafter, when these situations arise.

H.24 REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES

(a) The Contractor is required to subcontract all transportation of oil, petroleum and hazardous substances removed from the site of the cleanup to an appropriate disposal facility and to subcontract the storage and ultimate disposal of the materials. If the prime Contractor also has transportation equipment and disposal facilities within the same company, such equipment and facilities will not be eligible for use under this provision. This requirement may not be waived except by prior written approval of the CO or as described in (c) below. The above restrictions do not preclude these facilities from being utilized under other Superfund contracts.

(b) Competition shall be obtained to the maximum practicable extent. The ultimate methods selected for transportation and disposal are subject to the verbal consent of the FOSC. The Contractor shall be required to obtain at least three (3) cost estimates for transportation of hazardous waste materials to an ultimate disposal facility. Cost estimates are to be obtained in order to ensure that cost effectiveness and expediency are considered.

(c) The Contractor may be allowed to perform transportation when the estimated amount of the transportation cost is under \$25,000.00 and the CO has given prior approval that the situation of the site clearly demonstrates that it is in the Government's best interest from a timing, cost or other basis to allow the Contractor to provide transportation and the rates to be utilized are acceptable to the CO and the FOSC.

H.25 TASK ORDERS

(a) Delivery or performance of the cleanup services of this contract shall be made only as authorized by task orders issued in accordance with the Section G clause entitled "ORDERING -- BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72)(APR 1984)."

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered through the issuance of individual task orders. All task orders issued will be for the services specified in each task orders, and will be in accordance with the fixed rates specified elsewhere in this contract.

(e) The Ordering Officer may issue a verbal order, to be followed up in writing within forty-eight (48) hours of verbal notification with a confirming written task orders.

(f) The FOSC named in the task order will be responsible for the technical administration of the task order placed hereunder. The FOSC and/or the Ordering Officers do not have the authority to modify or change any terms and conditions of this contract. Any request for deviation from the terms and conditions of this contract or any task order issued hereunder must be submitted to the CO for contractual action.

(g) A separate EPA Form 1900-59 will be issued for each task order. Each task order will include:

(1) Date of the order, contract number, task order number, time of order (if verbally issued), name of the FOSC responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of the order, required response time, and required completion date.

(2) Location of the site and the name of the RM assigned by the Contractor.

(3) The specific SOW related to the cleanup activity covered by the task order, any reports required, and any other special technical requirements, instructions or clearances.

(h) The Contractor shall acknowledge receipt of each order in writing within one (1) week after its issuance date. Such acknowledgment shall be submitted to the CO responsible for administration of this contract.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, the Contractor shall immediately notify the CO within ten (10) days or one-half ($\frac{1}{2}$) of the time specified for performance of the order, whichever is less, stating why the completion date is considered unrealistic.

(j) The ceiling amount for each task order will be the ceiling price stated therein, and constitute the maximum amount for which the Government will be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceeds the specified ceiling amount except at the Contractor's own risk. Any increase to the ceiling amount will be authorized in a written modification to the task order and will be a unilateral action by the Government.

(k) The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs (including fixed rate items and items reimbursed at cost) that the Contractor expects to incur under a task order in the next 30 calendar days, when added to all costs previously

incurred under the task order, will exceed 85 percent of the ceiling amount specified in the task order (for the purposes of this clause, the term "ceiling amount" shall include the ceiling amount of the task order inclusive of all modifications to the task order ceiling amount).

(1) Except as required by the other provisions of this contract which specifically cite and state that they are exceptions to this clause.

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the ceiling amount specified in the task order; and

(2) The Contractor is not obligated to continue performance under a task order (including actions under the Termination clause of this contract) or otherwise incur costs in excess of a task order ceiling amount, until the CO notifies the Contractor, verbally and/or in writing, that the task order ceiling amount has been increased.

(m) No notice, communication, or representation in any form other than that specified in subparagraph (b)(2) above, or from any person other than the CO, shall affect a task order ceiling amount. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the task order ceiling amount, whether those excess costs were incurred during the course of the task order or as a result of termination.

(n) Change orders and modifications shall not be considered an authorization to exceed the task order ceiling amount unless they contain a statement increasing the task order ceiling amount. If the ceiling amount of the task order is increased, any costs the Contractor incurs shall be allowable, unless the CO issues a termination or other notice directing that the task order ceiling increase is solely to cover termination or other specified expenses.

(o) A Standard Form 30 will be used to modify all task orders and will be signed by the CO and, when applicable, the Contractor.

H.26 CLOSEOUT OF TASK ORDERS

(a) Within six (6) months after finalization of transportation and disposal costs or the completion of site work, whichever occurs last, the Contractor shall submit a written summary of all costs claimed to the Contracting Officer. Finalization of transportation and disposal costs is defined as the completion of disposal, not to exceed 120 days after completion of site work, unless otherwise approved by the FOSC. Completion of site work is defined as final demobilization of the site and completion of the Final Site Report or when the final subcontractor's invoice is received by the Contractor, whichever is later. This summary shall contain the following information:

(1) Labor categories, total hours for each labor category, and total amounts claimed.

(2) Equipment categories, total daily usage for each equipment item, and total amounts claimed.

(3) List of materials used on site, total costs, and total material handling charge costs, if applicable.

(4) List of all other direct costs incurred and dollar value and the total cost for all other direct costs.

(5) List of all subcontracts and dollar value and the total cost for all subcontracts.

The information provided should be in sufficient detail to permit the CO a complete understanding of all costs claimed. After receipt of this summary, the CO will negotiate the task order closeout with the Contractor as soon as possible.

(b) Upon completion of the negotiations, the CO will issue a written Notice of Closeout of Task Order on Standard Form (SF) 30, adjusting the labor hours by category, equipment usage by category, materials/other direct costs/subcontracts, the material handling charge, if applicable, and the total cost of the task order. The Contractor shall sign and return this notice within thirty (30) calendar days of receipt. If a negotiated agreement cannot be reached, the CO will determine the final total cost of the task order. This determination shall be final unless appealed. Any appeal submitted in response to this determination shall be processed in accordance with the provisions of the "DISPUTES" clause of this contract.

H.27 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

(a) Within 20 days of receipt of the task order, the Contractor shall provide a conflict of interest certification. Where task orders are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first task order issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

(b) Before submitting the conflict of interest certification, the Contractor shall initially search through all of its available records to identify any actual or potential conflicts of interest. During the first three years of this contract, the Contractor shall search through all records created since the beginning of the contract plus the records of the Contractor prior to the award of the contract until a minimum of three years of records are accumulated. Once three years of records have accumulated, prior to certifying, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the task order. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other work related to this site.

H.28 DATA

(a) The Contractor hereby agrees to deliver to the Government within sixty (60) days after the completion of the contract period of performance the following documents:

(1) All originals and copies and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated Confidential Business Information, pursuant to the Section H clause entitled "TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)(APR 1984)."

(2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or businesses, such as a trade association, pursuant to the Section H clause entitled "SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70)(APR 1984)."

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the Section I clause entitled "RIGHTS IN DATA-GENERAL (FAR 52.227-14)(JUN 1987)", which is pertinent to support the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is pertinent, the PO will make the final determination. This determination shall not be subject to the terms of the Section I clause entitled "DISPUTES (FAR 52.233-1)(OCT 1995)."

(4) Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books chemical data, maps and photographs pursuant to the Section I clause entitled "ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16)(JUN 1987)."

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the Section I clause entitled "ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16)(JUN 1987)", the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Contractual agreements for supplies or services. (This exclusion does not apply however, to data resulting from such services.)

(2) Contractor and personnel performance ratings and evaluations.

(3) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under paragraph (a) above, the Government will acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.29 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM

(a) The computerized RCMS has been developed to meet the specific needs of Superfund field personnel. The system uses commercial software packages and customized programs to provide a number of computer tools for use at CERCLA removal sites. Commercial software packages provide the user with word processing, data base management and data communications capabilities. In addition, customized programs have been written to provide the user with the following major features:

- (1) On-site tracking and accounting of costs incurred at a removal action.
- (2) Cost projection for pre-funding and ongoing cost estimates.
- (3) Word processing templates for POLREPS and daily work orders.
- (4) Data communications aids to send messages by E-Mail, and access data bases such as OHM/TADS.
- (5) Automatic generation of comprehensive project archive, containing all the project's fiscal details on magnetic media.
- (6) Flexible system design to accommodate future enhancements and modifications.

(b) Computer skills are not necessary to use the system. The RCMS has been designed to be user friendly and employs an easy-to-follow system of menus to guide the user through data entry, data editing, printing and back-up routines. An immediate advantage of this system is its usefulness for on-scene cost management. It can assist on-scene personnel with the preparation of required cost management documents (e.g., 1900-55 and related forms). Data bases within the software contain all the rates for ERRS personnel and equipment, and the software automatically calculates regular and overtime rates for ERRS personnel as well as calculating equipment charges.

(c) The use of EPA's Removal Cost Management Software (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Tracking Reports, during performance under this contract. This software shall not be used in the preparation of the Contractor's invoices.

(d) While the minimum hardware requirements for the RCMS are:

- (1) IBM compatible computer (MS-DOS) with a floppy drive;
- (2) 4 megabytes of available hard disk space;
- (3) 640 kilobytes of RAM; and
- (4) Parallel printer,

the Contractor shall provide the hardware specified in the Section C clause entitled "Special Equipment".

(e) The minimum software requirements to use the system is MS-DOS, Version 5.0 or higher.

(f) Initial contractor training on the use of RCMS will be provided by EPA, if required. This training shall not exceed eight (8) hours per person. Costs for additional training in excess of eight (8) hours per person will not be an allowable direct charge to this contract (i.e., labor, other direct costs, etc.).

(g) Current archive disks covering the invoice period must be submitted to the FOSC with the invoice.

(h) The final archive disk(s) shall be forwarded to the Contracting Officer within 30 days of completion of work at the site.

(i) For all contracts requiring the use of RCMS and to which the Davis Bacon Act applies, the actual DBA wage rate schedules shall be input into RCMS. The Contractor shall supply the FOSC with the applicable DBA rates on a diskette (either 3-1/2" or 5" as specified by the FOSC) with applicable DBA rates using spreadsheet software, preferably Lotus 1-2-3, Release 5.0 or less.

H.30 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) This contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2, AUDIT-NEGOTIATION (OCT 1995)(DEVIATION), wherein the Contractor is required to maintain and make available to the Contracting Officer or a representative of the CO (in accordance with FAR Subpart 4.7 CONTRACTOR RECORDS RETENTION) at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potentially responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government and only to the Government the records described in paragraphs (a) and (b) above and in the Audit Clause for a period of 10 years after final payment under the contract. (See FAR 4-703(b)(1)).

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the CO or (2) ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained. In no event should individual records be destroyed if litigation is in process or is pending

related to such records.

(f) From time to time the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor.

(g) The final invoice (a completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

(h) In addition, this contract contains the Environmental Protection Agency Acquisition Regulation (EPAAR) clause 1552.210-75, WORKING FILES (APR 1984) DEVIATION", wherein the Contractor is required to maintain accurate working files (by task order or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The statement regarding submission of working files upon the Contracting Officer's request is hereby clarified to require submission of these files to the Project Officer within nine months of completion of site work.

H.31 REGIONAL CROSSOVER

The Contractor agrees to accept orders for services within any other EPA Zone or Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amount specified in the Section B clause entitled "MINIMUM AND MAXIMUM AMOUNTS." If services in another Zone or Region are ordered by the Government, the required response time and other terms and conditions for the cleanup action shall be mutually agreed upon by the Contractor's representative and the Contracting Officer at the time of placement of the task order.

H.32 PUBLIC COMMUNICATION

(a) The Contractor shall not represent itself as the EPA to outside parties. To maintain public trust and to avoid misleading the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor.

(b) When performing work on or for EPA sites, Contractor personnel must be easily identifiable to the public as an EPA Contractor through the use of badges, corporate logos, or other distinguishable credentials.

H.33 DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER

(a) Each task order issued under this contract will be subject to either DBA (Attachment 1) or SCA (Attachment 14) prevailing wage rates or both as determined by the Secretary of Labor. The contractor shall segregate by task order those portions of the effort specifically related to DBA or SCA and

determine wage rates by labor category classification accordingly. The FOSC together with the Contractor will be responsible for ensuring compliance with the appropriate wage determination. Should there be a question or dispute relating to what segment of the work falls within DBA versus SCA wage classifications, the CO will make the final determination.

(b) Upon issuance of each task order, there will be a period of assessment during which the CO, PO, and the Contractor will evaluate the planned site work and determine, to the maximum extent possible, whether or not there is substantial and segregable construction to which DBA applies. The CO is responsible for making the final determination of DBA applicability.

H.34 SCHEDULE FOR DBA WAGE DETERMINATIONS

In compliance with DBA regulations, the CO has designated the use of "Residential, Building, Heavy and/or Highway Wage Determination Schedules" as the appropriate construction type schedules for use when applying DBA wages to labor classifications/categories under this contract. Any deviations from the use of this schedule or need for the issuance of an additional classification/category shall require prior CO approval in accordance with the Section I clause entitled "DAVIS-BACON ACT (FAR 52.222-6)(FEB 1995)" including applicable wage determinations for Regional or Zone crossover work.

H.35 DBA WAGE DETERMINATIONS FOR SUBCONTRACTS

When developing solicitations for construction subcontracts exceeding \$2,000, the Contractor shall identify and insert the applicable DBA Wage Determination from the "General Wage Determinations Issued Under Davis Bacon and Related Acts" from the DBA Wage Determinations provided by the EPA at the time of contract award and when an option is exercised. In instances where a published wage determination does not exist that is applicable to the work being performed, a project wage determination will have to be requested from the Department of Labor. The prime contractor shall provide the EPA CO with sufficient notice for him to request a project wage determination from the Department of Labor. (Reference Federal Acquisition Regulation Subpart 22.404-3.) The Contractor should forward a Standard Form (SF) 308, "Request for Determination and Response to Request" with the classifications of labor identified.

H.36 PERFORMANCE BONDS

The Miller Act applies to substantial and segregable construction exceeding \$25,000.00 under this contract. The Contractor shall furnish performance bonds with the United States named as the obligee in amounts to be specified by the CO. Bonds shall be provided by the prime contractor at the task order level. With the consent of the CO, the performance bond may be provided by the subcontractor. In all cases, the CO may determine that the dollar amount of the Miller Act performance bond shall be "zero".

H.37 DBA LABOR RATES AND ADJUSTMENT TO FIXED HOURLY LABOR RATES

(a) In accordance with the requirements in the Section I clause entitled "DAVIS-BACON ACT (FAR 52.222-6)(FEB 1995)," every contract in excess of \$2,000, to which the United States or the District of Columbia is a party, for construction, alteration, and/or repair, including painting or decorating,

of public buildings or public works of the United States, and which requires or involves the employment of mechanics and/or laborers, shall contain the Davis-Bacon Act Minimum Wage Determinations to be paid various classes of laborers. These wages are based upon the wages that are determined by the Secretary of Labor to be the prevailing wages for the corresponding classes of laborers or mechanics employed on projects of a character similar to the contract work, in the city, town, village, or civil subdivision of the State in which the work is to be performed. The contractor may not pay those various classes of laborers less than the prevailing wages contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof.

(b) The contractor may satisfy this payment obligation by any combination of wages and fringe benefits (non-cash and/or cash) that in total equal or exceed the DBA required minimum wage plus fringe benefits. For example, if for a certain labor category the DBA minimum wage is \$8.00/hour and fringe benefits are \$2.00/hour, the Contractor can satisfy the payment obligation in any of the following ways:

Example	Employee Actual Wage Rate	Non-Cash Fringe Benefits	Additional Cash Wage	Cash Equivalent Total
A	\$8.00/hr.	\$2.00/hr.	\$0.00/hr.	\$10.00/hr.
B	\$9.00/hr.	\$1.00/hr.	\$0.00/hr.	\$10.00/hr.
C	\$7.50/hr.*	\$2.50/hr.	\$0.00/hr.	\$10.00/hr.
D	\$10.00/hr.	\$1.00/hr.	\$0.00/hr.	\$11.00/hr.
E	\$7.50/hr.*	\$1.50/hr.	\$1.00/hr.	\$10.00/hr.
F	\$8.50/hr.	\$1.00/hr.	\$0.50/hr.	\$10.00/hr.

*Any overtime must be compensated at 1-1/2 times the DBA minimum of \$8.00/hour.

The Contractor is responsible on an employee-by-employee basis to determine if an additional cash wage is due.

(c) Adjustments to the Hourly Fixed Labor Rate: The hourly fixed labor rate of a specific labor category will be adjusted upward for performance at a particular site if application of the DBA rates to the specific labor category would result in the need for such a positive adjustment. The following example will illustrate this situation:

Hourly Fixed Labor Rate Category:	Laborer	
Hourly Fixed Labor Rate Breakdown:	Raw Wage plus Fringe Benefits	\$9.00/hour
	Other Indirect Costs & Profit	\$8.00/hour
Hourly Fixed Labor Rate:		\$17.00/hour

DBA Required Compensation:	Raw Wage	\$8.00/hour
	Fringe Benefits (\$ equivalent)	\$2.00/hour
	Raw Wage & Fringe Benefit	\$10.00/hour

(d) The DBA wage plus fringe (\$10.00/hour) exceeds the wage plus fringe component of the Laborer Category (\$9.00/hour) by \$1.00. The Hourly Fixed Labor Rate for the Laborer category will be adjusted upward by this positive differential (\$1.00/hour) since it exceeds the wage plus fringe benefit component of the Laborer Category (\$9.00/hour). The Fixed Hourly Labor Rate for the Laborer Category will be adjusted upward by this positive differential (\$1.00/hour), plus 10% of the differential (10% of \$1.00) to compensate for additional payroll taxes and unemployment insurance which are due on the increase of \$1.00/hour. The adjusted Hourly Fixed Labor Rate for the Laborer Category is computed as follows:

Unadjusted Hourly Fixed Labor Rate	\$17.00/hour
Positive Differential	1.00/hour
10% of Differential	.10/hour
Adjusted Hourly Fixed Labor Rate	<hr/> \$18.10/hour

See the Section B clause entitled "ADJUSTMENTS TO HOURLY FIXED LABOR RATES" for implementation procedures.

(e) If the Raw Wage plus Fringe Benefit component of the Hourly Fixed Labor Rate for a specific labor category equals or exceeds the DBA required Raw Wage plus Fringe Benefit (\$ equivalent), no adjustment to the Hourly Fixed Labor Rate shall be made. However, if any individual employee's Raw Wage plus Fringe Benefit is less than the required Raw Wage plus Fringe Benefit (\$ equivalent), the Contractor shall be responsible for compensating such employee to at least the DBA required amount.

(f) This provision also applies to any Team Subcontractor and/or Joint Venture Partner(s) and its employees.

H.38 PAYMENT BONDS

(a) The Miller Act applies to substantial and segregable construction exceeding \$25,000.00 under this contract. The Contractor shall furnish payment bonds at the task order level with the United States named as the obligee in amounts to be specified by the CO. The prime Contractor may not fulfill the payment bond requirement by requiring the subcontractor to provide the bond.

(b) The penal sum of the payment bond shall equal:

(1) fifty (50) percent of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;

(2) forty (40) percent of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million; or

(3) \$2-1/2 million if the amount of the substantial and segregable construction activity is more than \$5 million.

H.39 CONTRACTOR PERFORMANCE MEETINGS

The Government will schedule mandatory annual meetings at the Region 5 office to discuss the Contractor's performance and contract management issues. The Government reserves the right to initiate intermittent performance/contract management meetings as situation warrant during performance of the contract. These meetings shall be coordinated by the Project Officer. The Contractor shall be required to attend.

H.40 ANNUAL INCURRED COST SUMMARY FOR MATERIALS/OTHER DIRECT COSTS/SUBCONTRACTS

(a) For the purposes of this clause, the Contractor's fiscal year is To Be Determined through To Be Determined.

(b) Within 90 calendar days after the end of the Contractor's fiscal year, the Contractor shall submit to the Contracting Officer a report summarizing claimed costs for materials, other direct costs, and subcontracts for each task order covered by the fiscal year being reported. This report shall be consistent with the incurred cost submission required under the Section I clause entitled "ALLOWABLE COST AND PAYMENT (FAR 52.216-7)(JUL 1991)" and the Section G clause entitled "INDIRECT COSTS (EPAAR 1552.242-70)(APR 1984)(DEVIATION)." The costs to be reported include the costs described in paragraph (b)(1) through (b)(4) of the Section G clause entitled "PAYMENTS -- FIXED RATE SERVICES CONTRACTS (EPAAR 1552.232-73) (APR 1984)."

(c) Annual Incurred Cost Audits of the contractor's materials, other direct costs, subcontracts, and any applicable material handling charge will be conducted by the cognizant auditing agency upon receipt of the Contractor's fiscal year submission.

(d) The Contractor shall make timely submission of its fiscal year indirect cost rate proposals (i.e., material handling charge) as required by paragraph (d) of FAR 52.216-7 so that these rates can be incorporated into the annual incurred cost submission.

(e) Upon completion of the audit review, the Contractor and the EPA CO will resolve audit and any other outstanding issues including any added amounts found by the CO to be unallowable. If for any reason an agreement cannot be reached, the CO will determine final costs using all relevant information available. This decision shall be final unless appealed. Any appeal submitted in response to this determination will be treated in accordance with the "Disputes" clause of this contract.

(f) Task Orders that cross fiscal years and remain active beyond the period reported on will be subject to an interim upward or downward adjustment until final work is completed and reported in subsequent periods. Task Orders completed and resolved during this process will have their funding levels adjusted accordingly.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	AUG 1996	AUDIT AND RECORDS--NEGOTIATION
52.215-21	APR 1984	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.215-40	FEB 1995	NOTIFICATION OF OWNERSHIP CHANGES
52.215-23	OCT 1995	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-25	OCT 1995	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-27	MAR 1996	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-39	MAR 1996	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS
52.216-7	MAR 1997	ALLOWABLE COST AND PAYMENT
52.219-8	JUN 1997	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS
52.219-9	AUG 1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (MAR 1996)
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	JUL 1995	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND

		VIETNAM ERA VETERANS DEVIATION
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS
		AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT
		- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION
		CONTRACTS)
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.225-3	JAN 1994	BUY AMERICAN ACT--SUPPLIES
52.225-5	JUN 1997	BUY AMERICAN ACT--CONSTRUCTION MATERIALS
52.225-11	OCT 1996	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-1	SEP 1996	UTILIZATION OF INDIAN ORGANIZATIONS AND
		INDIAN-OWNED ECONOMIC ENTERPRISES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND
		COPYRIGHT INFRINGEMENT
52.227-4	APR 1984	PATENT INDEMNITY--CONSTRUCTION CONTRACTS
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR
		PUERTO RICO
52.230-6	APR 1996	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.230-2	APR 1996	COST ACCOUNTING STANDARDS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-17	JUN 1996	INTEREST
52.232-25	JUN 1997	PROMPT PAYMENT
52.233-1	OCT 1995	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	AUG 1987	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT,
		TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV
		(SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

**I.2 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR
52.203-12) (JUN 1997) DEVIATION**

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a

regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an

officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional to technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clauses are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or

services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under a Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.3 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1)Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2)Rescind the contract with respect to which--

(i)The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A)Exchanging the information covered by such subsections for anything of value; or

(B)Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii)The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-42) (JAN 1997)

(a) Exceptions *from cost or pricing data*. (1)In lieu of submitting cost or

pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) IF (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practical after agreement of price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, prescribed by FAR 15.804-4.

I.6 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.7 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the ceiling price of the contract;

(2) Any order for a combination of items in excess of the ceiling price of the contract;

(3) A series of orders from the same ordering office within three (3) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.8 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates

only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ninety (90) days beyond the expiration date of the contract.

I.9 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
Laborer	\$10.93
Equipment Operator	\$17.16
Truck Driver	\$14.14 to \$15.67
Environmental Cleanup	

Technician	\$14.20
Laboratory Technician	\$12.78
Diver	NONE
Diver Tender	\$17.16
Field Cost Administrator	\$15.73
Guard	\$11.47

NOTE: The Equivalent Federal Rates cited in this clause are based on the Service Contract Act Directory of Occupations, Fourth Edition, January 1993. Equivalent Federal Rates are based on the General Schedule Paytables, effective January 1997, or the Federal Wage System Regular and Special Production Facilitating Wage Rate Schedule, effective December 8, 1996, for employees in the Chicago area.

I.11 CERTIFICATION OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS USED IN PERFORMANCE OF THE CONTRACT (FAR 52.223-9) (MAY 1995)

(a) As required under Section 6962 of the Solid Waste Disposal Act, an officer or employee of the Contractor shall execute the following certification annually as required in paragraph (b) of this clause:

CERTIFICATION

(1) I, _____ (name of certifier) am an officer or employee responsible for the performance of this contract and hereby certify that the following minimum recovered material content for EPA Designated Items was actually used in the performance of this contract during the preceding Government fiscal year (October 1 - September 30, ____):

ITEM	PERCENTAGE OF RECOVERED MATERIAL CONTENT UTILIZED*	TOTAL DOLLAR AMOUNT OF ITEM USED
_____	_____	_____
_____	_____	_____

*In addition, for paper products, include the percentage of postconsumer material content utilized.

Signature of the Officer or Employee

Typed name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of Certification)

(b) The Contractor shall submit this certification annually to

Contracting Officer	1 copy
EPA Recycling Coordinator	1 copy
US EPA (MC 3204)	
Washington, D.C. 20460	

by November 1, for the previous government fiscal year (October 1 through September 30).

I.12 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN 1987)

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under Government contract No..... (and subcontract....., if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.

(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

I.13 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (FAR 52.232-33) (AUG 1996)

(a) *Method of payment.* Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) *Contractor's EFT information.* Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) *Required EFT information.* The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) *Contractor EFT arrangements.* The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) *EFT and prompt payment.* (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) *Payment office discretion.* If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) *Change of EFT information by financial agent.* The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

I.14 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (FAR 52.244-3) (APR 1985)

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for furnishing any of the work called for in this contract, except for purchase of raw material or commercial stock items.

(b) No subcontract placed under this contract shall provide for payment on a

cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations in subsection 15.903(d) of the Federal Acquisition Regulation .

(c) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(d) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Contractor of any responsibility for performing this contract.

I.15 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.16 ALTERATIONS IN CONTRACT (FAR 52.252-4) (APR 1984)

Portions of this contract are altered as follows:

I.17 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.18 ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

Although this is a service contract, there may be instances where the Contractor shall obtain and/or provide construction-type services in order to complete site specific clean-up work. In those instances, the task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

<u>FAR NUMBER</u>	<u>DATE</u>	<u>CLAUSE TITLE</u>
52.222-6	FEB 1995	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	FEB 1988	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	FEB 1988	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION-DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY

52.222-16	FEB 1988	APPROVAL OF WAGE RATES
52.222-23	APR 1984	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY COMPLIANCE
52.222-27	APR 1984	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-5	MAY 1997	BUY AMERICAN ACT-CONSTRUCTION MATERIALS
52.227-4	APR 1984	PATENT INDEMNITY-CONSTRUCTION CONTRACTS
52.228-2	JUN 1996	ADDITIONAL BOND SECURITY
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.228-15	SEP 1996	PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-18	APR 1984	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS
52.236-19	APR 1984	ORGANIZATION AND DIRECTION OF WORK

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>NUMBER OF PAGES</u>
1	General Wage Determinations Under the Davis Bacon Act	2
2	DBA Compensation Worksheet	3
3	EPA Requirements for Quality Management Plans (EPA QA/R-2), August 1994	37
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PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (MAR 1994)

(a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files

its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN: has been applied for.

☐ TIN: is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name _____

TIN _____

K.3 WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)

(a) Representation. The offeror represents that it ___ is, ___ is not a women-owned business concern.

(b) Definition. "Women-Owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.6 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.7 PLACE OF PERFORMANCE (FAR 52.215-20) (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____

K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744- Environmental Remediation Services.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) *Definitions.* Joint Venture, for purposes of a small disadvantaged business(SDB) set-aside or price evaluation preference(as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking

lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE
SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
 (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.13 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (MAY 1995)

The offeror certifies, by signing this offer, that recovered materials, as defined in FAR 23.402, will be used as required by the applicable purchase descriptions.

K.14 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL FOR DESIGNATED ITEMS TO BE USED IN THE PERFORMANCE OF THE CONTRACT (FAR 52.223-8) (MAY 1995)

(a) By signing this offer, the offeror estimates that the total percentage(s) of recovered material for EPA Designated Items (see 40 CFR, Chapter 1, Subchapter I) to be used in the products and services to be provided under the terms and specifications set forth in this solicitation shall be as follows:

ITEM	ESTIMATED PERCENTAGE OF RECOVERED MATERIAL*
_____	_____
_____	_____

*In addition, for paper products, include the percentage of postconsumer material.

(b) Prospective offerors are cautioned that the Government will conclude that the percentages(s) of recovered materials to be used in products and services to be provided under any resulting contract shall be "0%" if the estimate(s) requested in this solicitation provision are left blank.

(c) Prospective offerors are further cautioned that estimated percentage(s) of recovered materials to be used in products and services to be provided under any resulting contract that are less than the requirements set forth in this solicitation may render a prospective offeror's offer nonresponsive.

K.15 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.16 BUY AMERICAN CERTIFICATE (FAR 52.225-1) (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products

Country of Origin

_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

K.17 ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.18 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (JUN 1987)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights

data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data--General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this clause to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

- ☐ None of the data proposed
for fulfilling such requirements
qualifies as limited rights data or
restricted computer software.
- ☐ Data proposed for fulfilling
such requirements qualify as
limited rights data or restricted computer
software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data-- General."

K.19 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99, except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause

in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.20 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.21 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:

(e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime
contracts and subcontracts: \$.....

Government fixed-price prime contracts
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately
preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Actual Cost	Estimated/ Cost	Standard
Estimating System			
Job Order	
Process	
Accumulating System			
Job Order	
Process	

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits
Overhead
G&A Expense
Other

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:
 Accounting Department
 Contracting Department
 Other

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

**K.22 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.23 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	DEC 1996	CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	DEC 1989	AMENDMENTS TO SOLICITATIONS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	MAY 1997	FAILURE TO SUBMIT OFFER
52.215-9	MAR 1997	SUBMISSION OF OFFERS
52.215-10	JUN 1997	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

L.2 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-41) (JAN 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that

the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.804-4.

L.3 CONTRACT AWARD (FAR 52.215-16) (OCT 1995) ALTERNATE II (OCT 1995) DEVIATION

(a) The Government will award two contracts resulting from this solicitation to the responsible offerors whose offers, conforming to the solicitation, will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award two contracts without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. *Unless otherwise provided in the schedule, offers may be submitted for quantities less than those specified. The government reserves the right to make awards on any item*

for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

(h) The Government may disclose the following information in post-award debriefings to other offerors: (1) the overall evaluated cost or price and technical rating of the successful offeror; (2) the overall ranking of all offerors, when any ranking was developed by the agency during source selection; (3) a summary of the rationale for award; and (4) for acquisitions of commercial end items, the make and model of the item to be delivered by the successful offeror.

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a fixed rate, Time-and-Materials, Indefinite-Delivery/Indefinite Quantity contract resulting from this solicitation.

L.5 SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

L.6 SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22) (JAN 1991)

(a) The standard industrial classification (SIC) code for this acquisition is 8744 - Environmental Remediation Services.

(b)(1) The small business size standard is 500 employees.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

L.7 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

William A. Massie, Jr.

Hand-Carried Address:

U.S. EPA Region 5
Acquisition Section
10th Floor
77 West Jackson Blvd.
Chicago, IL 60604
Telephone No. (312)886-5868

Mailing Address:

U.S. EPA Region 5
Acquisition Section (MCC-10J)
Attn: William A. Massie, Jr.
77 West Jackson Blvd.
Chicago, IL 60604-3590
Telephone No. (312)886-5868

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

L.8 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L.9 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**L.10 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
(APR 1984) DEVIATION**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract

clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.11 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155)
(JUL 1990)**

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

L.12 INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION

(a) **General.** The offeror shall submit an offer consisting of separate pricing and business proposals in strict accordance with these instructions. In addition, the offeror shall submit other written information and give an oral presentation in strict accordance with these instructions. When evaluating an offer, the Government will consider how well the offeror complied with these instructions to be an indication of the type of conduct the Government can expect during contract performance. Therefore, the Government encourages the offeror to contact the Contracting Officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

(b) Pricing Proposal.

(1) The offeror shall submit a pricing proposal which will be evaluated as part of the Government's price analysis. The offeror shall submit an original and three (3) copies of the following information in three-

ring binders which are identified by the solicitation number and the words "PRICING PROPOSAL."

(a) Standard Form 33, with Blocks 12 through 18 completed by the offeror;

(b) RFP Section B, Supplies or Services and Prices/Costs, with the offeror's proposed prices inserted in the appropriate blank spaces;

(c) Cost or Pricing Data or Information Other than Cost or Pricing Data which supports the offeror's proposed material handling charge (percentage);

(d) Professional Employee Compensation Plan prepared in accordance with the Section L provision entitled "Evaluation of Compensation for Professional Employees";

(e) RFP Section K, Certifications, Representations, and Other Statements, completed by the offeror and each team subcontractor;

(f) Copies of Collective Bargaining Agreements, if applicable;

(g) A copy of the company's existing written payroll policy; and

(h) A copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation.

(2) The submission of these items to the Government will constitute the offeror's promise to comply with the terms and conditions of the RFP, which includes the Statement of Work, at the proposed prices.

(3) The Government warns the offeror that taking exception to any term or condition of the RFP (including submitting any alternate proposal that requires relaxation of a requirement) will make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to any term or condition. The Government will consider any exception to any term or condition of the RFP to be a deficiency, as defined in FAR 15.601.

(4) An offeror may eliminate any deficiency in its offer only through discussions, as defined in FAR 15.601 and prescribed in FAR 15.610. However, the Government intends to award a contract without discussions, as authorized by FAR 15.610(a). Therefore, any offeror planning to take exception to a term or condition of the RFP should consult with the Contracting Officer prior to submitting an offer, unless the RFP expressly authorizes such exception.

(5) Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in the competitive range, if necessary, and to permit offerors to revise their offers. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to

allow offerors to revise their offers accordingly, as authorized by FAR 15.606.

(c) Business Proposal.

(1) The offeror shall submit a business proposal consisting of the following items which will be evaluated by the Government as acceptable or unacceptable. The offeror shall submit an original and four (4) copies of the following information in three-ring binders which are identified by the solicitation number and the words "BUSINESS PROPOSAL."

(a) Confidential Business Information (CBI) Plan;

(b) Conflict of Interest Plan;

(c) Quality Management Plan;

(d) Quality Assurance Project Plan;

(e) Health and Safety Program Plan; and

(f) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.

(2) The offeror shall also submit as part of the business proposal the following information which will be evaluated by the Government as part of the technical evaluation. The offeror shall submit an original and four (4) copies of the past performance information and an original and nine (9) copies of the resumes and letters of intent for key personnel in three-ring binders which are identified by the solicitation number and the words "BUSINESS PROPOSAL - TECHNICAL."

(a) Past Performance Information. The offeror shall submit past performance information in accordance with the Section L provision entitled "PAST PERFORMANCE (EP 52.215-105)(DEC 1995)."

(b) Resumes and Letters of Intent for Key Personnel. The offeror shall submit Resumes and Letters of Intent for Key Personnel. The resumes and commitment letters for key personnel, to include the Program Manager(s), Transportation & Disposal (T&D) Coordinator(s), and Response Managers, Junior Response Managers, and Specialized Response Managers shall contain the following information: proposed job title; academic qualifications and dates thereof; complete experience record showing employer, title, and specific duties performed, responsibilities, and assignments by years, beginning with the present and work backwards; and the experience the individual had in performing tasks for which he/she is being proposed. Resumes shall not exceed five (5) pages in length. Commitment letters, signed by each of the proposed key personnel, shall not exceed one (1) page in length and shall include direct salary, percentage of time available, date available to start work under this contract, and any contingencies.

(d) **Other Written Information.** The offeror shall submit the following information to the Government with their pricing and business proposals. This information will not constitute part of an offer and will not become part of any contract resulting from this RFP, unless the Government and offeror agree

to make it a part of an offer through discussions. The offeror shall submit an original and four (4) copies of the following information in three-ring binders which are identified with the solicitation number and the words "OTHER WRITTEN INFORMATION."

(1) Financial Information. The offeror shall submit a current financial statement and a statement of profit and loss for the last completed fiscal year for the prime contractor and team subcontractors. The offeror shall specify resources available to perform the contract without financial assistance from any outside sources. If sufficient financial resources are not available, submit information about the amount of assistance that would be required from outside sources (i.e., bank loans, letter or lines of credit; etc.).

(2) Divisions/Subsidiaries/Parent/Affiliated Companies. The offeror shall submit the name(s) and location(s) of each affiliate if other divisions, subsidiaries, parent, or affiliated companies will perform work or furnish materials under any resultant contract. In addition, the offeror shall provide its intercompany pricing policy.

(3) Letters of Intent for Prospective Team Subcontractor(s). The offeror shall submit letters of intent for each prospective team subcontractor. A Disclosure Statement or Certificate relating to Cost Accounting Standards shall be attached to each letter of intent for each team subcontractor, if such data is required by other terms and conditions of the solicitation.

(e) Oral Presentation.

(1) Once the Government receives the offeror's pricing and business proposals and other written information, every eligible offeror shall be scheduled to make an oral presentation to the Government's evaluation panel and participate in a question and answer session. The sole purpose of the oral presentation and the question and answer session is to test an offeror's understanding of the work that the Government will require under the prospective contract.

(2) The oral presentation and question and answer session are not part of the offer and are not themselves offers. The oral presentation and the question and answer session will not constitute discussions, as defined by FAR 15.601 and 15.610, and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during the oral presentation or the question and answer session will not become a part of any contract resulting from this RFP, unless the Government and an offeror agree to make them a part of an offer during discussions. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations or to the answers given during the question and answer session.

(3) Ground Rules.

(a) Eligibility. Only offerors submitting pricing and business proposals containing all of the documents listed above will be eligible to give an oral presentation. All submissions will be reviewed prior

to scheduling oral presentations to ensure that all of the documents requested were submitted. Pricing and business proposals will not be evaluated prior to the commencement of oral presentations.

(b) Timing. Oral presentations will commence approximately two (2) weeks after the receipt of offers. The Contracting Officer will notify offerors of the scheduled date, time, and location of their presentation within one (1) week of the receipt of offers.

(c) Rescheduling. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

(d) Prime and/or Team Subcontractor Employee Participation.

(1) The presentation shall be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis. The Program Manager who will have full time operational responsibility for contract performance shall be present and shall, at a minimum, answer questions directed to him during the question and answer session. The Transportation and Disposal (T&D) Coordinator shall be present and shall, at a minimum, answer questions directed to him during the question and answer session. Response Managers having full time operational responsibility for clean-ups of the type described in the scenarios shall be present and shall, at a minimum, answer questions directed to him during the question and answer session. Offerors shall not use company senior or general managers or other employees or consultants to make any part of the oral presentation.

(2) An offeror shall send no more than ten (10) persons to the presentation. This number shall include no more than two (2), nonpresenting company officials.

(4) **Topics.**

(a) **Experience.** The time limit for this segment of the oral presentation is one and one-half (1-1/2) hours.

(1) Introduction. The offeror shall provide some information about itself as a firm, briefly describing its organization, history, products, and services.

(2) Corporate Work Experience. The offeror shall demonstrate corporate technical experience in providing emergency and rapid response type services to releases of oil, petroleum, and hazardous chemical substances released in all media (air, land, surface water, ground water, marine operations). This shall include experience and successes in conducting containment, countermeasures, cleanup, temporary relocations, mitigation, and transportation and disposal activities. The offeror shall demonstrate a working knowledge of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, the Clean Water Act as amended by the Oil Pollution Act (OPA) of 1990, National Contingency Plan (NCP), and other Applicable Relevant and Appropriate Requirements (ARARs), and Federal, state, and local regulations and statutes.

(3) Corporate Management Experience. The offeror shall discuss the extent of their corporate experience in managing the financial and technical aspects of efforts similar to the SOW of this solicitation. This shall include experience in managing task order type contracts for the same or similar services, with emphasis on responding within forty-eight (48) hours, and which require oversight of concurrent activities in widely dispersed geographic locations.

(4) Cost Control Experience.

(A) The offeror shall discuss how their cost accounting and cost control techniques were used during all phases of previous removal operations. The offeror shall demonstrate how it has estimated costs during the development of work plans or equivalent documents.

(B) The offeror shall describe the procedures utilized in the past for competitively awarding subcontracts and purchasing materials under Governmental and/or non-Governmental contracts. The offeror shall discuss how costs have been minimized when a forty-eight (48) hour response time has been required.

(C) The offeror shall describe the financial information system previously used for tracking and reporting all expenditures by site and providing financial information for cost recovery activities. The offeror shall describe the cost control procedures that were previously used during response actions, to include preparation of EPA Form 1900-55, Contractor Daily Cost Reports, or similar report. The offeror shall present past procedures for identifying and reviewing all cost variances between its cost accounting system and the EPA Form 1900-55 or similar report. **NOTE:** The RCMS is strictly for Superfund Removal Site cost accounting. It is not intended to augment or replace the contractor's cost accounting system. The Contractor is required to track and account for costs with their Cost Accounting System. The Contractor is required to prepare and submit invoices from its Cost Accounting System.

(D) The offeror shall discuss how it previously implemented its approach for cost-effectively phasing into and assuming cleanup work being done by other contractors, so that no disruption in work results.

(5) Subcontract Management Experience.

(A) The offeror shall identify subcontractors that were utilized as team subcontractors on previous removal operations or similar-type services in order to provide coverage on personnel and equipment overall and in given geographic areas. The offeror shall describe its experiences with these subcontractors in the past in regards to timely submission of invoices, responsiveness to technical directions issued by the FOSC or equivalent individual on-site. The offeror shall describe previously used procedures for locating local subcontractors and conducting competitive procurements and selecting offers for award. The offeror shall describe previous working arrangements (e.g., letters of credit) with local providers of cleanup equipment, materials, and services including drilling, fencing, testing, and transportation and disposal.

(B) The offeror shall identify its previous relationships with specialized subcontractors (i.e., transportation and disposal, analytical support services, construction, etc.) and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors were effectively incorporated into the overall project organization, including procedures to minimize the potential for COI situations.

(b) **Scenarios.** The time limit for presenting the three scenarios is one and one-half (1-1/2) hours. The time limit for the pop quiz is 30 minutes. The total time limit for the scenarios and pop quiz is two (2) hours.

(1) Scenarios 1 and 2 are representative examples of the types of work which the offeror could be tasked to respond to under the prospective contract. The offeror shall present a work plan appropriate to each scenario. A work plan is not required for Scenario 3. It is assumed, unless otherwise stated, that the Superfund Technical Assessment and Response Team (START) contractor has assisted the FOSC with investigations, extent-of-contamination sampling and analysis, and initial site planning. The sample work plans shall include:

(A) The approach to both the short-term and long-term responses, including a description of the technical methods, management approach, and analytical needs;

(B) The types and amounts of labor, equipment, materials, sampling and analytical plans including data validation required to implement your approach;

(C) A site safety plan, including decontamination procedures and emergency procedures;

(D) The stabilization, treatment and/or disposal approach and implementation procedures;

(E) The subcontracting needs and procedures to solicit and award subcontracts;

(F) The cost control procedures;

(G) The immediate and ongoing methods of communication with the FOSC about approaches and progress;

(H) Any assumptions or inferences made;

(I) Your pertinent past performance as it relates to the scenario being presented;

(J) In addition, for Scenario 1 only, the offeror shall present a site-specific Quality Assurance Project Plan (QAPP), per EPA Requirements for QA Project Plans (EPA QA/R-5), dated August 1994. The plan shall address Quality Assurance (QA) program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures,

internal quality control checks and frequency documentation, and other factors that may affect the known quality of environmental data.

(2) Scenario 1 - Abandoned Wood Treating Facility
Scenario.

(A) The State of Wisconsin has requested EPA emergency response assistance regarding an abandoned wood treating facility in the northwest portion of the state. The entire facility spans an approximate area of 100 acres. The major portion of the former process equipment sits on approximately 20 acres of the site. The facility had been in operation since the early 1950's. Their wood treating process had evolved from utilizing a 10% PCP/90% oil mixture during an open air soaking and dripping pad process to the existing pressure treated process which utilized CCA (chromated copper arsenate) and ACA (ammoniacal copper arsenate). After an EPA assessment, the determination was made to remove and dispose of the sludge and liquid waste which remains in the existing tanks, vats, and drums on-site; dismantle, decontaminate, and scrap the existing tanks and process equipment; and excavate, stockpile, and secure approximately 10,000 cubic yards of soil cross-contaminated with PCP, CCA, and ACA waste. The ACA/CCA pressure treatment facility is approximately an acre in size and contains the following:

(1) Three cylindrical pressure tanks which span an area approximately 100 feet long and 20 feet wide with approximately one (1) foot of sludge remaining in the tanks.

(2) Five tanks approximately 10,000 gallons in capacity with approximately 50% ACA/CCA liquid waste material and 10% ACA/CCA sludge waste material remaining.

(3) Piping/debris throughout the entire building, including residual liquid waste and approximately 100-200 cubic yards of piping/debris.

(B) The PCP process facility spans approximately one acre. The facility contains the following:

(1) Four open soaking vats of approximately 2500 gallons each with a 50% PCP/Oil liquid process waste and 20% sludge process waste remaining.

(2) Two underground storage tanks of approximately 5000 gallons each with a 90% liquid process waste and 20% sludge process waste remaining.

(3) Approximately 100 cubic yards remain of a multitude of pipes and PCP/oil soaked debris.

(C) The soil excavation will be focused underneath each of these facilities.

(3) Scenario 2 - Oil Scenario. The State of Minnesota has requested EPA assistance with an abandoned oil storage, bulk, and recycling facility in the Twin Cities. After an EPA assessment, the determination was made to remove and dispose of the liquid and sludge oil

which remains in the existing 80 tanks; dismantle, decontaminate, and scrap the tanks; excavate visible oil stained residual soil; and design and construct an interim surface water containment system which would alleviate the potential of surface water contact with the remaining contaminated soils. The system would be in place for at least two years after which time the State of Minnesota would be addressing the long term issues of the soil contamination. The following information is known as well:

(A) Approximately 50,000 gallons of liquid phase oil and 300 cubic yards of sludge phase oil remain within the tanks.

(B) The tanks range in size from 10,000 to 50,000 gallons.

(C) A waterway is approximately 100 feet from the site with known water intakes downstream.

(D) Soil excavation estimates are from 500 to 1000 cubic yards.

(E) The tanks facility spans approximately 2 acres.

(4)(a) Scenario 3 - Concurrent Multiple Sites Scenario. For the purposes of Scenario 3, the offeror shall have responded to Scenarios 1 and 2 as of 12:00 p.m. on June 6th. On June 7th, the Government issued six (6) task orders for the following clean-up work. The offeror shall be on-site no later than 4:00 p.m. on June 9th to begin work at the following sites:

(1) The Illinois Environmental Protection Agency (IEPA) requests USEPA assistance at an abandoned plating shop in the City of Chicago. Heavy rains recently damaged the roof of the dilapidated building, and plating wastes overflowed from the plating lines and migrated into the street and a nearby sewer system. The City of Chicago's Hazmat Team addressed the emergency response situation, but sought EPA's assistance to clean-up the site. The abandoned facility contains two (2) plating lines with over forty (40) deteriorating tanks full of hazardous wastes. In addition, over one-hundred (100) small containers are stored in an on-site laboratory. Suspected chemicals include a variety of acids (including hydrofluoric, chromic, nitric, and sulfuric), cyanide liquids and solids, caustic liquids and solids, and flammable organic liquids and solids. The USEPA agreed to locate and repair the source of the discharge, assist the local and State agencies with an evaluation of the impacted sewer system, and dispose of the wastes on-site. In addition, the USEPA has agreed to address the asbestos pipe wrap that currently covers most of the aboveground piping associated with the plating lines.

(2) The State of Ohio has requested assistance from USEPA regarding an abandoned warehouse containing over 300 drums located in downtown Cleveland. Access to the warehouse is unsecured and trespassing and vandalism have occurred in the last few days. A preliminary inspection of the facility by the local fire department has revealed that most of the drums are unmarked. Several of the drums have flammable and/or oxidizer stickers on their sides. The drums are stacked three and four high in some places and do

not appear to be segregated in any way. In addition, the local fire department reported that many of the drums appear to be leaking. The USEPA has agreed to secure access to the warehouse within forty-eight (48) hours, overpack the leaking drums, segregate all the drums based on hazard categorization testing of their contents, and dispose of the wastes as appropriate.

(3) The USEPA Pesticides Division has determined that a highly toxic organophosphate pesticide, methyl parathion, has been illegally applied in up to one-hundred (100) homes in the Chicago Metropolitan area. The methyl parathion is approved for use outdoors on cotton crops, but has been applied in residences as a form of insect control. The State, county, and local health agencies have agreed to perform environmental and biological sampling of impacted houses and residents. This multi-agency task force has asked the USEPA to assist in the decontamination of the affected homes starting in the next two (2) to three (3) weeks. This assistance includes the temporary relocation of affected residents for up to three (3) months; actual decontamination of the sprayed homes; and restoration (reconstruction) of any materials/structures altered during the decontamination process.

(4) The Wisconsin Department of Natural Resources (WDNR) has requested assistance from the USEPA in regards to volatile organic compound contamination (including vinyl chloride) in several private drinking water wells. State resources are not adequate to address the short-term solutions (and potential long-term solutions) presented for the site. The USEPA agreed to provide bottled water to the affected residences (up to twelve (12)) for approximately two (2) weeks until temporary filtration systems are installed. The USEPA has also agreed to install and maintain the temporary filtration systems for a period not to exceed one (1) year. During this period, the USEPA will evaluate the potential for the installation of municipal water to the affected residences. If deemed appropriate, the USEPA will oversee the installation of this alternate water supply.

(5) An abandoned building in a rural setting in downstate Indiana goes up in flames. The fire department arrives at the scene to put out the blaze and identifies numerous drums stacked on pallets and dispersed throughout the building. No labeling is recognizable at this time. The EPA is called to the scene after the fire has been extinguished, for hazmat consultation. The local and state agencies are requesting assistance in addressing the hazards created by the fire, the materials in the building, and the run-off from the fire. After an EPA assessment of the scene, the determination was made to assist local and state efforts with controlling the run-off, containerizing and disposing of the approximately 500 drums containing materials which potentially exhibit flammable, toxic, caustic, and acidic properties.

(6) A residential home in the Chicago vicinity is identified through local efforts as containing numerous laboratory chemicals. The current owner was in the business of buying and selling small quantities of chemicals. After an EPA assessment the determination was made to remove, dispose, and decontaminate the residential home. The resident family would be relocated throughout the process. Suspected materials on-site include mercury (containerized and spilled), acids, bases, picric acid, benzene, methylene chloride, and a multitude of other organics. The largest container is one (1) liter in size. There are approximately 1,000 containers

dispersed throughout the three (3) story house.

(b) For Scenario 3, the offeror shall discuss its ability to respond to the eight (8) scenarios listed above, plus an additional two sites which will be ordered by the Government within the next seven (7) days.

(1) The offeror shall present a brief overview of the personnel proposed as the Program Manager(s), Transportation & Disposal Coordinator(s), and all classes of Response Managers. The offeror shall demonstrate that it will provide a full-time, qualified PM and the necessary support to provide the program management services specified in the SOW. The offeror may discuss other key program management personnel. The offeror shall discuss how it intends to provide all classes of RMs for concurrent task orders and other concurrent work outside of this contract.

(2) The offeror shall discuss their procedures for retaining, maintaining, and managing a regional/national network of cleanup personnel and providing these personnel within the forty-eight (48) hour response time. The offeror shall present a description of the personnel proposed as Field Cost Administrators, Cleanup Technicians, Equipment Operators, Foremen, Industrial Hygienists, and Geologists/Hydrogeologists. The description shall demonstrate the individuals' pertinent on-scene experience and training in the cleanup or mitigation of oil and hazardous chemical substances. The offeror shall present the proposed experience level for Field Cost Administrators, as outlined in the SOW under "PERSONNEL QUALIFICATIONS."

(3) The offeror shall clearly demonstrate that the key personnel would be available to work on this contract if the offeror is selected for award. The offeror shall indicate which key personnel are current employees, which are proposed as new hires, and/or which would be provided through subcontracts. The offeror shall also describe the procedures for hiring new personnel.

(4) The offeror shall discuss their procedures for retaining, maintaining, and managing a regional/national network of the equipment items listed in Sections B and C and providing these equipment items within the forty-eight (48) hour response time. The offeror shall identify the location(s) of these equipment items. The offeror may describe any additional items of equipment and materials, not specified, which could be provided.

(5) The offeror shall discuss its management structure for controlling all work and coordinating all activities. The offeror shall discuss its procedures for identifying and conducting needed specialized training (e.g., asbestos) for in-house and subcontractor personnel. The offeror shall discuss its Health and Safety Program Plan for the protection of all employees working on hazardous waste sites.

(6) The offeror shall discuss its procedures for ensuring that all storage, treatment, transportation, and disposal activities are conducted in a timely manner, meeting all applicable Federal, State, and local safety and environmental laws and regulations. The offeror shall demonstrate a working understanding of the Applicable Relevant and Appropriate Requirements (ARARs) during response actions under the Clean Water Act as

amended by the Oil Pollution Act (OPA) of 1990, and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA).

(7) **Pop Quiz.** The offeror shall be prepared to answer questions about the scenarios.

(c) **Question and Answer Session.** The time limit for the question and answer session is one (1) hour. The offeror shall be prepared to respond to questions based on the information presented during the oral presentation. The offeror will not be given a list of questions to be asked by the Government or allowed any time for preparation of responses to the Government's questions.

(d) **Conclusion.** The time limit for this portion of the presentation is 15 minutes. The offeror shall summarize the main points of its presentation and state why the Government should select the Contractor for contract award.

(5) **Presentation Time Limits.** Oral presentations, excluding the question and answer session, will be limited to 3 hours and 45 minutes. The Contracting Officer will strictly enforce this time limit. There will be a recess of approximately 45 minutes following the oral presentation. After the recess, there will be a one (1) hour question and answer session and the offeror will be allowed 15 minutes to conclude their presentation. A schedule for the oral presentation will be provided to offerors at the time their presentation is scheduled by the Contracting Officer.

(6) **Presentation Media.**

(a) Offers shall use 8 and ½ inch by 11 inch overhead transparencies to provide visual support for their presentations. The text must be black on a white background. Offerors may use other than black and white on graphical transparencies - e.g., bar charts or pie charts, etc. - when color is useful in conveying information. The Government will provide a transparency viewer, flip chart pad, easel, and markers. Offerors may not use any other media. Offerors shall mark transparencies in accordance with FAR 52.215-12, Restrictions on Disclosure and Use of Data, as appropriate.

(b) The text must conform to the following specifications:

- (1) Font: Times New Roman;
- (2) Size of heading font: 44 points;
- (3) Size of main text line font: 32 points;
- (4) Size of sub text line font: 28 points; and

(5) Lines of text per transparency (i.e., number of bullets): no more than eight.

(c) The above specifications of font sizes do not apply to captions and annotations on graphical transparencies. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as

opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the transparencies. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

(d) There is no limitation on the number of transparencies that an offeror may use. However, the Government will not consider the transparencies to be stand alone documents or evaluate the information on the transparencies except as visual aids to the presentation. When reviewing and evaluating oral presentations, the Government will not review any transparency that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the transparencies. The production and use of an excessive number of transparencies may be detrimental to an offeror's interests.

(e) Offerors shall submit their transparencies and ten (10) sets of paper copies to the Government with their offers. Offerors may not change their presentation transparencies after this submission. The Government will furnish the transparencies to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

(7) **Video and Audio Taping.** The Government will video and audio tape the presentations. The Government will provide the offeror with a copy of the video and audio tape of its own presentation at its request and at its own expense after contract award.

L.13 INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS

(a) Business Proposal Instructions. Offerors are directed to the Section L provision entitled "INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION" regarding submission of their business proposal.

(b) Other Written Information. The offeror shall present other written information in accordance with the requirements of the Section L provision entitled "INSTRUCTIONS FOR SUBMISSIONS OF OFFERS AND OTHER INFORMATION."

(c) Oral Presentation. The offeror shall present additional technical information during an oral presentation that will be scheduled by the Contracting Officer following submission of offers. The offeror shall submit their oral presentation transparencies to the Government with their offers. The Section L provision entitled "INSTRUCTIONS FOR THE SUBMISSIONS OF OFFERS AND OTHER INFORMATION" identifies the specific requirements for the oral presentation. The oral presentation shall not include any price, cost, rates, or financial information of any kind.

(d) Cost or pricing proposal instructions.

(1) Offerors are directed to the Section L provision entitled "INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION" for information regarding the submission of their pricing proposal and to the Section H clause entitled "RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION". Pricing

proposal information shall include a cover letter from the offeror indicating that this proposal is its official offer to the Government. The letter shall be signed by an official authorized to bind the offeror. The price proposal shall be considered to be firm for a period of not less than 180 days from the due date of the solicitation. The offeror shall submit one 3 and ½ inch IBM compatible computer disk with the offeror's proposed rates. The spreadsheet program preferred by the Government is Lotus 1-2-3, Version 5.0, or less. The offeror may prepare the spreadsheet with another commercially available spreadsheet program. The offeror shall identify the program and version used to develop the spreadsheet on the diskette label. The offeror shall ensure that the computer disk contains all of the formulas and factors used in calculating the extended line item prices and the total proposed price. The offeror shall reproduce this format for the Base Year and Option Years 1, 2, 3, and 4.

(2) Prior to developing the price proposal, offerors shall consider the terms and conditions of the Section B clauses entitled "FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT" and "FIXED RATES FOR LABOR, EQUIPMENT AND OTHER ITEMS." The price proposal consists of the following elements:

(a) Personnel;

(B) Equipment; and

(C) Material Handling Charge (based on the figure provided by the Government for Materials, Other Direct Costs, and Subcontracts).

(3) Personnel. The estimated quantities for fixed rate labor are listed in the Section B clauses entitled "FIXED RATES -- BASE YEAR, FIXED RATES -- OPTION YEAR I, FIXED RATES -- OPTION YEAR II, FIXED RATES -- OPTION YEAR III, AND FIXED RATES -- OPTION YEAR IV." If the offeror intends to propose the same rate for any of the listed categories (i.e. straight time and/or overtime), that rate shall be listed for each category. Offerors shall propose only one rate for each and every category of labor (i.e., straight time and/or overtime) in order to be considered for award. In the event that there is a difference between the unit prices (hourly fixed labor rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

(A) Offerors are required to submit a straight time loaded hourly fixed labor rate for each personnel category listed in the Section B clause entitled "FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT." The hourly fixed labor rate shall include wage/salary, fringe benefits, personal protection premiums, other indirect costs (i.e., overhead and General and Administrative (G&A) costs), all levels of personal protection, and profit, but these costs do not need to be broken out. Cost data is not required.

(B) An overtime hourly fixed labor rate shall be proposed for each labor category eligible for overtime. **The overtime loaded hourly fixed labor rate shall not be calculated as 1.5 times the fully loaded straight time rate.** The overtime rate shall be calculated as 1.5 times the base unloaded wage rate plus any additional costs associated with the increase in wage such as payroll taxes. There shall **not** be any additional amount

associated with other indirect costs or profit. The following example depicts the method for calculating overtime rates:

	<u>Straight Time</u> <u>Rate</u>		<u>Overtime</u> <u>Premium</u>	<u>Overtime</u> <u>Rate</u>
Raw Rate	\$ 10.00		\$ 5.00	
Fringe Benefits (FB)	35%	Adjusted FB	1%*	
Overhead	90%		0%	
G&A	10%		0%	
Profit	5%		0%	
	<u>\$ 29.63</u>		<u>\$ 5.05</u>	<u>\$ 34.68</u>

* Fringe Benefit Allocation is predicated based on the contractor's accounting system.

If the offeror's accounting system requires that all labor cost (straight time and overtime premium) be included in the development of its fringe benefit, overhead, and general and administrative (G&A) rates, the offeror shall propose overtime rates accordingly and provide a copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation. Cost data is not required.

(C) The offeror's attention is directed to the requirements of the Section I clause entitled "SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41)(MAY 1989)". Employees subject to the Act must be compensated in accordance with the Act. At times, construction-type work may be required. Certain employees may then be subject to the Section I clause entitled "DAVIS BACON ACT (FAR 52.222-6)(FEB 1995)". When this occurs, the affected hourly fixed labor rates shall be adjusted in accordance with the Section H clause entitled "DBA LABOR RATES AND ADJUSTMENT TO HOURLY FIXED LABOR RATES"; therefore, the Davis Bacon Act need not be considered when determining the wage component of the hourly fixed labor rates.

(D) The straight time and overtime hourly fixed labor rates shall be entered in the appropriate places in the Section B clauses entitled "FIXED RATES -- BASE YEAR, FIXED RATES - OPTION YEAR I, FIXED RATES - OPTION YEAR II, FIXED RATES - OPTION YEAR III, and FIXED RATES - OPTION YEAR IV" and multiplied by the estimated quantity of hours to arrive at a price for personnel. This applies to the Base Year and Option Years I, II, III, and IV.

(4) Equipment. The Government has provided the estimated quantities for fixed rate equipment listed in the Section B clauses entitled "FIXED RATES - BASE YEAR, FIXED RATES - OPTION YEAR I, FIXED RATES - OPTION YEAR II, FIXED RATES - OPTION YEAR III, and FIXED RATES - OPTION YEAR IV". For each equipment item, the offeror shall provide **one** fixed rate. The loaded rate shall include costs associated with acquisition, storage, maintenance and repair, mobilization, and disposal, as well as any applicable indirect costs and a profit margin. Components of the rates should not be broken down. Cost data is not required. These rates shall be annotated in the appropriate places in the Section B clauses entitled "FIXED RATES - BASE YEAR, FIXED RATES - OPTION YEAR I, FIXED RATES - OPTION YEAR II, FIXED RATES - OPTION YEAR III, and FIXED RATES - OPTION YEAR IV", and multiplied by the estimated quantities of equipment usage to arrive at a price for equipment for evaluation purposes. This applies to the Base Year and Option Years I, II, III, and IV. Offerors shall propose only one rate for each and every category of equipment in order

to be considered for award. In the event that there is a difference between the unit prices (daily fixed equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly. NOTE: THE FIXED EQUIPMENT RATE FOR CLINS 0144, 0145, 1144, 1145, 2144, 2145, 3144, 3145, 4144, AND 4145 SHALL BE BASED ON A 100 FOOT SECTION.

(5) Materials and Other Direct Costs (ODCs).

(A) Materials and Other Direct Costs include, but are not limited to the following site specific costs: direct materials; consumable items such as safety gear and sampling containers; travel expenses such as transportation, lodging, and per diem; and subcontracts for transportation and disposal or hazardous materials, analysis of samples of waste streams, site security services, utility and phone services, and any other necessary services.

(B) This is an Indefinite-Delivery, Indefinite-Quantity, Time and Materials (T&M) type contract. For the purposes of this contract, the other direct costs are considered "materials". If offerors normally apply a material handling charge (indirect cost) as described in FAR 16.601(b)(2), this material handling charge shall not contain costs included in the fixed rates for labor and equipment. This material handling charge is subject to full review by the EPA and shall conform to the cost principles in FAR Part 31.

(C) Offerors are directed to the Section G clause "PAYMENTS--FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 1984)." Offerors shall propose to the extent applicable, material handling costs and/or other indirect costs expressed as a percentage.

(D) Offerors shall submit, separate from the technical proposal, the basis for the indirect cost rate indicating which portion of your computations are based upon historical data and which portion is based on projection data, and the base to which it applies. Offerors shall also provide budget information and/or recent actual figures.

(E) The material handling charge should be entered into the appropriate places in the Section B clauses entitled "FIXED RATES - BASE YEAR, FIXED RATES - OPTION YEAR I, FIXED RATES - OPTION YEAR II, FIXED RATES - OPTION YEAR III, and FIXED RATES - OPTION YEAR IV" as a percentage and multiplied by the Government Estimate for Materials, Other Direct Costs, and Subcontracts. The resultant amount shall be added to the ODC estimate to arrive at a price for ODCs plus indirect costs. This applies to the Base Year and Option Years 1, 2, 3, and 4.

(6) Option Considerations. This contract includes the Section H clause entitled "OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT--INDEFINITE-DELIVERY/INDEFINITE-QUANTITY CONTRACT (EPAAR 1552.217-76)(APR 1984)". Offerors shall submit price information for each option year by pricing out the evaluation estimates in the Section B clause entitled "FIXED RATES - BASE YEAR, FIXED RATES - OPTION YEAR I, FIXED RATES - OPTION YEAR II, FIXED RATES - OPTION YEAR III, and FIXED RATES - OPTION YEAR IV."

(7) Audit Rights. The Government has the right to audit the

prime contractor and proposed team subcontractors. The Contractor shall be responsible for any team subcontractor and shall inform them of the Government's right to audit.

L.14 NOTICE TO OFFERORS REGARDING THE CEILING RATE FOR THE PROPOSED MATERIAL HANDLING CHARGE

The Government will establish a ceiling for the proposed material handling charge at the rate proposed by the offeror in its pricing proposal. The Government will apply this ceiling rate as part of its price analysis to determine the total estimated maximum value of the offer.

L.15 CONFLICT OF INTEREST PLAN

(a) Offerors shall submit, along with their price proposal, an Organizational Conflict of Interest Plan which outlines the procedures in place to identify and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address, step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in the Section L provision entitled "MINIMUM STANDARDS FOR CONTRACTORS' CONFLICT OF INTEREST PLANS". The minimum standards set forth the criteria which offerors' COI plans must meet in order to be acceptable to the Agency.

(b) The plan shall be evaluated in accordance with the criteria set forth in the Section M provision entitled "EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED "INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION."

L.16 MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

(a) **Corporate Structure**

(1) The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors shall report changes in its corporate structure to the Agency throughout contract performance.

(2) Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions, relationships, and activities. This background information will be very useful to CO's when evaluating whether or not a contractor has a COI.

(b) **Searching and Identifying COI.** The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search records over the past 36 months, or through all

available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

(c) **Data Base.** (1) The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval

system, however, the data base shall contain, at a minimum, the following information and capabilities:

(A) a list of the company's past and current (public and private) clients where the contractor has performed work;

(B) a description of the type(s) of work that was performed and any other pertinent information;

(C) a list of the past sites (when applicable) a contractor has worked;

(D) a list of site name(s) (when applicable) related to any work performed;

(E) the ability to search and retrieve the information in the data base;

(F) dollar value of work performed; and

(G) a list of work the company may be pursuing in the future.

(2) If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

(d) **Personal Certification.** At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or a Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require, at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

(e) **Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO)/Task Order (TO) Notification and Certification.** If the contract contains the requirement for WAs, TDDs, or DOs/TOs, the COI Plan shall describe the company's process for meeting the Agency's notification

requirement prior to beginning work and for submission of the company's WA/TDD/DO/TO certification within 20 days of the EPA work.

NOTE: WA/TDD/DO/TO certifications are NOT required if the contract contains an annual certification. Nevertheless, the contractor's COI Plan shall address the procedures to be followed for WA/TDD/DO/TO certifications.

(f) **Annual Certification.** The COI Plan shall describe the process the company uses for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO/TO certification requirement. Nevertheless, the contractor's COI Plan shall address the procedures to be followed for annual certification.

(g) **Notification and Documentation**

(1) The COI Plan shall clearly identify the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

(2) The COI Plan shall clearly identify the process that is followed when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

(h) **Training.** The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan or Government COI regulations. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

(i) **Subcontractor's and/or Joint Venture Partners COI Plans.** The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors and/or Joint Venture partners are complying with the COI provisions in their contracts. It is important that subcontractors and/or Joint Venture Partners identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

L.17 MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLAN

The written health and safety program plan shall be designed to identify, evaluate, and control health and safety hazards and provide for emergency response for hazardous waste operations. At a minimum, safety and health programs developed and implemented to meet other federal, state, and/or local regulations are considered acceptable in meeting this requirement if

they are modified to address the following subjects for hazardous waste operations and emergency response.

- (a) An organizational structure.
- (b) A comprehensive workplan.
- (c) The safety and health training program.
- (d) The medical surveillance program.
- (e) Standard operating procedures for safety and health.
- (f) Any necessary interface between general program and site specific activities.

Offerors shall refer to OSHA regulations, Standard 1910.120, Hazardous Waste Operations and Emergency Response, Subpart H, Subpart Title: Hazardous Materials, for additional guidance on written health and safety program plans.

L.18 MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION PLANS

At a minimum, the offeror's Confidential Business Information (CBI) Plan shall address the following:

(a) The procedures for identifying and submitting sources of information that is collected from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction.

(b) The procedures for identifying and submitting sources of information that is collected from a State or local Government or Federal Agency.

(c) The procedures for collecting information directly from a business or from a source that represents a business or businesses, such as a trade association.

(d) The procedures for keeping all information collected from nonpublic sources confidential.

(e) The procedures for obtaining the written consent of the Contracting Officer, after obtaining a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information, to include ensuring that the Section H clauses entitled "SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70)(APR 1984)" and "TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)(APR 1984)" are included in all subcontracts requiring the subcontractor to collect information.

(f) Reference the Section H clause entitled "SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)" for additional guidance on subparagraphs (a) through (e) above.

(g) Its procedures for ensuring that CBI disclosed by the Agency in order to carry out work under this contract is (1) used only for the purposes of carrying out the work required by the contract, (2) not disclosed to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (3) returned to the PO or designee whenever the information is no longer required for performance of the work required by the contract, or upon completion of

the contract.

(h) Its procedures for obtaining written agreements from each of its employees who will have access to the information before the employee is allowed access.

(i) Its procedures for ensuring that it does not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(j) Its procedures for obtaining the written consent of the Contracting Officer, after receiving a written determination from the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI to the subcontractor and for ensuring that the Section H clause entitled "TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)(APR 1984)" is included in any subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(k) Reference the Section H clause entitled "TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)(APR 1984)" for additional guidance on subparagraphs (g) through (j) above.

L.19 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a preproposal conference at 9:00 a.m. on January 13, 1998 at:

U.S. EPA Region 5
77 West Jackson Blvd
Chicago, IL 60604
FAX (312) 353-1879

A placard will be placed in the building's lobby to notify attendees of the conference room location.

Offerors planning to attend the conference should provide written notification to the contract specialist at least 14 calendar days prior to the conference date.

L.20 PAST PERFORMANCE INFORMATION (EP 52.215-105) (DEC 1995)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$500,000) proposed subcontractors. The information may be submitted prior to other parts of the proposal.

(b) Offerors shall submit a list of all or 10 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement and 100 references for projects worked consecutively and/or concurrently prior to June 30, 1997. Offerors shall also submit a list for all proposed team subcontractors. The contracts and subcontracts listed may include those entered into with Federal,

State and local governments, and commercial businesses which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:

- (1) Name of contracting activity.
- (2) Contract number.
- (3) Contract title.
- (4) Contract type.
- (5) Brief description of contract or subcontract.
- (6) Total contract value.
- (7) Period of performance.
- (8) Contracting Officer or equivalent and telephone.
- (9) Program manager and telephone.
- (10) Administrative Contracting Officer or equivalent, if different from #8, and telephone.
- (11) List of major (over \$500,000) subcontractors (if applicable).

(c) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.

(2) If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

(d) If negative feed back is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. Negative and/or positive responses will only be revealed to an offeror when holding discussions.

(e) Offerors must send Client Authorization Letters (Attachment 15) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government

quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, and complexity to this requirement. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire (Attachment 16) will be used to collect this information. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) The Contracting Officer will retain the information collected on past performance in the official contract file.

L.21 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 14 calendar days after the date of this solicitation. EPA will answer

questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.22 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.23 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: Zero

(b) 8(a) Program: None

L.24 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by the Section I clause entitled "SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9)(AUG 1996) ALTERNATE II (MAR 1996)."

L.25 EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES

The U.S. Environmental Protection Agency's goals for subcontracting with small businesses are:

Small Business	30%
Small Disadvantaged Business	20%
Women Owned Small Business	5%

L.26 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.27 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)

Agency protests shall be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protestor may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.1(a)(3), any subsequent protest to the GAO must be filed within 10 days of knowledge of the Contracting Officer's adverse decision.

L.28 QUALITY ASSURANCE (QA) PROGRAM PLAN (EPAAR 1552.246-70) (APR 1984)

Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Assurance (QA) program plan setting forth the offeror's capability for quality assurance. The plan shall address the following:

(a) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The offeror's general approach for accomplishing the QA specifications in the Statement of Work.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996)

(a) The Government will make two (2) contract awards to the responsible offerors whose offers conform to the solicitation and are most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price. However, the Government reserves the right to make award decisions based on cost or price where the Contracting Officer deems that two or more offers are essentially equal in all other evaluation factors other than cost or price.

(b) Technical Evaluation Criteria: The following technical evaluation criteria will be used to evaluate the resumes, past performance information, and oral presentations (experience, scenarios and pop quiz, and question and answer session.)

TECHNICAL EVALUATION SUMMARY

CATEGORY	POINTS
(1) EXPERIENCE/QUESTION & ANSWER SESSION	30
<p>The offeror's presentation in the following areas will be considered in this evaluation: Corporate Work Experience, Corporate Management Experience, Cost Control Experience, Subcontract Management Experience, and Question and Answer Session. The information required by the Section L provision entitled "INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION" will be the basis for this evaluation. This information will be evaluated to determine the offeror's understanding of the work and ability to perform the contract. All sub-elements carry equal weight.</p>	
(2) SCENARIOS AND POP QUIZ	35
<p>The offeror's presentation in the following areas will be considered in this evaluation: Abandoned Wood Treatment Facility Scenario, Oil Scenario, Concurrent Multiple Sites Scenario, and Pop Quiz. The information required by the Section L provision entitled "INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION" will be the basis for this evaluation. This information will be evaluated to determine the offeror's understanding of the work and ability to perform the contract. All sub-elements carry equal weight.</p>	
(3) KEY PERSONNEL RESUMES	10
<p>The offeror will be evaluated on the qualification and experience levels of the personnel being proposed as key personnel.</p>	
(4) PAST PERFORMANCE	25
<p>The offeror will be evaluated on past performance information obtained by the Contracting Officer from any reference associated with the offeror's described contracts/projects. The Government will utilize the Past Performance Questionnaire (Attachment 16) in developing the past performance information. The Government will evaluate the following criteria: quality of product or service; timeliness of performance; effectiveness of management (including subcontractors); initiative in meeting requirements; response to technical direction; responsiveness to performance problems; compliance with cost estimates; customer satisfaction; and overall performance. All sub-elements carry equal weight.</p>	

M.4 EVALUATION OF CONTRACT OPTIONS (EPAAR 1552.217-70) (APR 1984)

For award purposes, in addition to an offeror's response to the basic requirement, the Government will evaluate its response to all options, both technical and cost. Evaluation of options will not obligate the Government to exercise the options. For this solicitation the options are as specified in Section H.

M.5 MULTIPLE AWARDS FOR EMERGENCY AND RAPID RESPONSE SERVICES

The Government intends to award two identical contracts to different contractors for emergency and rapid response services (ERRS) under this solicitation. Contractors who are awarded contracts under this solicitation

will be ineligible for award under any other solicitation for the same or similar services in Region 5 for a period not to exceed five years from the date of contract award.

M.6 EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED "INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION"

Offerors are required to submit the following plans in response to this solicitation, which will be evaluated as acceptable or unacceptable:

- (1) Conflict of Interest Plan,
- (2) Quality Assurance Program Plan,
- (3) Confidential Business Information Plan,
- (4) Professional Employee Compensation Plan,
- (5) Quality Management Plan,
- (6) Health and Safety Program Plan, and
- (7) Small, Small Disadvantaged and Women-Owned Small Business

Subcontracting Plan.

To be considered acceptable, the Conflict of Interest Plan must comply with the minimum standards outlined in the Section L provision entitled "MINIMUM STANDARDS FOR COI PLANS." To be considered acceptable, the Quality Assurance Program Plan must comply with the minimum requirements outlined in Chapter 3 of Attachment 4 entitled "EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATA OPERATIONS (EPA QA/R-5), AUGUST 1994)." To be considered acceptable, the Confidential Business Information Plan must comply with the minimum standards outlined in the Section L provision entitled "MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION (CBI) PLANS." To be considered acceptable, the Professional Employee Compensation Plan must comply with the minimum requirements outlined in the Section L provision entitled "EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46)(FEB 1993)." To be considered acceptable, the Quality Management Plan must comply with the minimum requirements outlined in Chapter 3 of Attachment 3 entitled "EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R-2), AUGUST 1994)." To be considered acceptable, the Health and Safety Program Plan must comply with the minimum standards outlined in the Section L provision entitled "MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLANS." To be considered acceptable, the Small, Small Disadvantaged and Women-Owned Subcontracting Plan must comply with the minimum requirements outlined at FAR 19.704(a) and contain separate parts for the basic contract and for each option. The Contracting Officer will follow the procedures outlined at FAR 19.705-4(d)(1) through (6) in determining if the plan is acceptable. All aspects of the business plan must be acceptable. If any section is considered unacceptable, the entire business plan will be given an unacceptable rating.

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ATTACHMENT 1

GENERAL WAGE DETERMINATIONS UNDER THE DAVIS BACON ACT

THE APPLICABLE GENERAL WAGE DETERMINATIONS FOR THE STATES OF ILLINOIS, INDIANA, OHIO, MICHIGAN, MINNESOTA, AND WISCONSIN WILL BE INCORPORATED INTO THE CONTRACT AT THE TIME OF CONTRACT AWARD.

ATTACHMENT 2

DBA COMPENSATION WORKSHEET

DBA WORKSHEET

Delivery Order Number: _____ Site Name: _____

1. DBA General Decision Number: _____
 State: _____
 County or Subdivision: _____
2. DBA Labor Category: _____
 Identification Number and Date: _____
3. DBA Compensation requirements (on a per hour basis)
 - a) Wage Rate: \$ _____
 - b) Fringe Benefits _____
 - c) Stated as a flat dollar amount: _____
 - d) Stated as a percentage of wage rate* _____
 - e) Dollar equivalent of days off** _____
 - f) Total DBA required compensation: \$ _____
4. Corresponding Personnel Classification CLIN Description: _____
 Applicable Fixed Hourly Rate: _____
 Contract Year (Base, First or Second Option Period): _____
5. a) Raw wage component of Fixed Hourly Rate: _____
 b) Fringe benefit component of Fixed Hourly Rate: _____
 c) Total Compensation component of Fixed Hourly Rate: _____
6. a) DBA compensation (from 3f above): _____
 b) Less Fixed Hourly Rate compensation (from 5c above): _____
 c) Differential (enter -0- if -0- or negative): _____
7. Adjustment to the Fixed Hourly Rate.
 Unadjusted Fixed Hourly Rate (from 4 above) \$ _____
 Positive Differential (6c above) _____
 10% of positive differential:*** _____
 Adjusted Fixed Hourly Rate: \$ _____

NOTES

*Fringe benefits are sometimes stated as a flat dollar amount and as a percentage of the DBA wage rate. (For example, Wage Rate=\$10.00 per hour, Fringe = \$1.50 + 5%.) The flat amount is \$1.50 and the percentage amounts to .05 x \$10.00 = \$0.50 per hour.

**Fringe benefits sometimes include days off for holidays and vacation days. Days off are converted to a dollar equivalent as follows:

Example: Employee receives 10 holidays and 2 weeks vacation. Total days off = 20 days, 20 days @ 8 hours/day = 160 hours x DBA hourly wage (use \$10.00 from first note) = \$1600. Hours per year: 52 weeks x 40 hours/week = 2,080 hours. Dollar equivalent of days off: \$1600/2,080 = \$0.77 per hour.

***The adjustment includes 10% of the positive differential to compensate the contractor for additional payroll taxes and unemployment premiums required on the differential, which is additional raw wage.

ATTACHMENT 3

EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R-2), AUGUST 1994

This document is available for downloading at the following Web site:

<http://www.epa.gov/ncerqa>

If you are unable to download a copy of this manual, submit a written request to Ms. Darlene Hainer, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Blvd., Chicago, Illinois 60604-3590 or e-mail me at Hainer.Darlene@epamail.epa.gov, and a copy will be provided.

ATTACHMENT 4

EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATA
OPERATIONS (EPA QA/R-5), OCTOBER 1997

A copy of this document can be obtained at the following Web site:

<http://www.epa.gov/ncerqa>

If you are unable to download a copy of this guidance, submit a written request to Ms. Darlene Hainer, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or send an e-mail to Hainer.Darlene@epamail.epa.gov, and a copy will be provided.

ATTACHMENT 5

QUALITY ASSURANCE/QUALITY CONTROL GUIDANCE FOR REMOVAL ACTIVITIES: SAMPLING
QA/QC PLAN AND DATA VALIDATION PROCEDURES, INTERIM FINAL GUIDANCE, OSWER
DIRECTIVE 9360.4-01, EPA/540/G-90/004, APRIL 1990

This document is not available on the Internet. A copy of this guidance will be provided if you submit a written request to Ms. Darlene Hainer, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or send an e-mail to Hainer.Darlene@epamail.epa.gov.

ATTACHMENT 6

USING QUALIFIED DATA TO DOCUMENT AN OBSERVED RELEASE AND OBSERVED
CONTAMINATION, OSWER 9285.7-14FS

This document is not available on the Internet. A copy of this guidance will be provided if you submit a written request to Ms. Darlene Hainer, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or send an e-mail to Hainer.Darlene@epamail.epa.gov.

ATTACHMENT 7

EPA FORM 1900-55, CONTRACTOR DAILY COST REPORT

This document is not available on the Internet. A copy of this guidance will be provided if you submit a written request to Ms. Darlene Hainer, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or send an e-mail to Hainer.Darlene@epamail.epa.gov.

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ATTACHMENT 8

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS

INSTRUCTIONS FOR
PERFORMING
THE ANNUAL ALLOCATION
OF NON-SITE SPECIFIC COSTS

Superfund Accounting Branch
Financial Management Division
Office of the Comptroller

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SECTION I
INTRODUCTION

OVERVIEW

CERCLA, as amended by SARA, authorizes EPA to recover all response costs associated with cleaning up hazardous waste sites. A large portion of EPA's response costs consists of payments to response action contractors. In order

for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defensible, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to specific sites. This effort is called Annual Allocation. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Superfund Accounting Branch (SAB) of the Financial Management Division. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact SAB for guidance.

DEFINITIONS OF TERMS

Capital Equipment - Equipment with a unit cost of \$5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - Costs which are attributable to a specific site.

End of Contract Costs - Costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program Management - Contract specific costs and fees incurred for the management of the specific EPA contract as a whole.

Non-site Activities - Costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID Costs - Costs incurred in connection with particular locations at which a Site/Spill Identifier (SSID) has not been assigned. Also known as Sites with SSIDs or "ZZ" costs.

Site-support Non-site Activities - Costs incurred for activities which support the overall Superfund program. The costs are global in nature and purpose and are **not** eligible for distribution to sites. Examples of program-wide activities include training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund issues.

SSID - Site/Spill Site Identifier - Specific two character alpha-numeric designation for each site within a region. The SSID number is the last two digits in the EPA accounting system's 10 digit account number used to track all costs incurred on the site.

Start-up Costs - Cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" Costs - Synonymous with "non-site-specific" costs. These are costs which are attributable to more than one site or the program. Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the last two digits in the EPA 10 digit account number.

GENERAL REQUIREMENTS

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base, and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Superfund Accounting Branch (SAB) of the Financial Management Division (FMD). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year; i.e., October 1 - September 30.

SAB will provide to the contractor within 90 days after the end of the fiscal year the total amount of all invoices paid for the annual allocation period. The contractor should provide two copies of the draft report within 60 days after the invoice amounts are provided to the contractor. The contractor may elect to combine all costs for FY 1986 - FY 1991 on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated within 90 days after submission of the last invoice following contract expiration.

Draft and Final Reports

The contractor should first submit the draft reports to SAB. SAB will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to SAB 30 days after receipt of written notice from EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately reflects the costs distributed to each site and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Summary of Allocation report on a 5 1/4 inch or a 3 1/2 inch DOS computer disk in a Lotus 1-2-3 or ASCII format.

The annual allocation report submission includes the following:

Required Reports:

- Summary of Allocation
- Master Allocation Schedule (Attachment A)

- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor's report (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)

Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by the Financial Management Division.

In preparing each year's annual allocation reports, the contractor should determine whether any amounts received from EPA during the year relate to prior fiscal years; e.g., indirect cost adjustments. If the amount of such payments are material, the contractor should prepare a separate allocation schedule for those amounts.

SECTION II
ANNUAL ALLOCATION OF
NON-SITE COSTS

ANNUAL ALLOCATION PROCESS

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs or activities listed. If so, enter N/A on the schedule and proceed to the next step.

The allocation package submitted by the contractor should provide the information shown on the Summary of Allocation Schedule along with the information in Attachment A, B, C, and D. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc.

The information provided on the Summary of Allocation should be triple spaced to allow for the addition of account codes by EPA. Sufficient supporting documentation enabling EPA to verify the accuracy of the allocation must be submitted as required by the contract clause. Attachments B, C, and D of the instruction package provide examples of adequate supporting documentation.

The instructions provided below follow a format which flows from Attachment A to each of the supporting Attachments B, C, and D.

Step 1 - Reconciliation of Amount Paid

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. EPA will provide the amounts for work performed during the fiscal year. The amount paid represents Superfund monies only. Non-Superfund monies are not considered in this allocation. The contractor should reconcile EPA-provided paid amounts with their records. For this step, assume EPA provides a paid amount of \$270,000. An example of the reconciliation is shown below:

<u>Invoice</u>	<u>Period of Performance</u>	<u>Paid Amount</u>	<u>Date Paid</u>	<u>EPA PROVIDED AMOUNTS</u>
4	10/01/88 - 11/30/88	\$30,000	01/15/89	
5	12/01/88 - 01/31/89	\$40,000	03/15/89	
6	02/01/89 - 03/31/89	\$40,000	05/15/89	
7	04/01/89 - 05/31/89	\$50,000	07/15/89	
8	06/01/89 - 07/31/89	\$60,000	09/15/89	
9	08/01/89 - 09/30/89	<u>\$50,000</u>	11/15/89	
		\$270,000		

There are three important pieces of information in the above example. The first piece of information is the period of performance. It is the

<u>Invoice</u>	<u>Period of Performance</u>	<u>Billed Amount</u>	<u>Paid Amount</u>	<u>Difference</u>
4	10/01/88 - 11/30/88	\$30,000	\$30,000	\$0
5	12/01/88 - 01/31/89	\$42,000	\$40,000	\$2,000
6	02/01/89 - 03/31/89	\$40,000	\$40,000	\$0
7	04/01/89 - 05/31/89	\$50,000	\$50,000	\$0
8	06/01/89 - 07/31/89	\$60,000	\$60,000	\$0
9	08/01/89 - 09/30/89	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$0</u>
		\$272,000	\$270,000	\$2,000

government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year. When the phrase "amount paid for work performed" is used, the government fiscal year is the period of work performed.

The second important piece of information is the paid amount. EPA has paid \$270,000. The contractor amount shows \$272,000 billed to EPA, but only \$270,000 paid. There is a difference of \$2,000, which could represent fee holdbacks, suspensions, or disallowed payments. The annual allocation process only uses the amount **paid** for work performed, not the amount billed.

The third important piece of information is the date paid. Some of the payments occurred after the end of the government fiscal year. The annual allocation process uses the amount paid for the work performed during the government fiscal year.

Step 2 - Identification by Site-Specific Costs

The next step in the annual allocation process is the identification of the site-specific costs paid for work performed during the fiscal year. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This information will be entered on *Attachment A, Master Allocation Schedule*.

Sites with EPA SSIDs

For sites assigned an EPA SSID, enter the following information by region and by site number on Attachment A, Line 1, Description:

- EPA SSID - The unique site/spill identifier number consisting of a two-digit region code (representing EPA Regions 01 - 10), and a two-digit site/spill number assigned by EPA.
- Site Name - The first twelve letters of the site name as it appears on EPA's SSID list.
- State - The two-letter State abbreviation.
- Amount Paid - Under Column A, the sum of the amounts directly reported for each site on each invoice or site-specific attachment submitted and paid for the annual allocation period. This includes any pre-SSID costs redistributed to the site during the year.

Sites without EPA SSIDs

For sites not assigned an EPA SSID, enter the following information by Region and by Site on Attachment A, Line 2, Description:

- Sites without SSIDs - The pre site/spill identifier number consisting of a two-digit region code (representing EPA Regions 01 - 10), and a two-digit pre-SSID number (ZZ) assigned by EPA.
- Amount Paid - Under Column A, the sum of the amounts reported for each pre-SSID site on each invoice or site-specific attachment submitted and paid for the annual allocation period. Pre-SSID costs are summarized by region.

The Attachment A example illustrates the procedures for entry of cost information for Sites with EPA SSIDs and without EPA SSIDs. For example, Region 1 Sites with EPA SSIDs show \$15,000 identified as costs for the Picillo site (0101) and \$25,000 for the Fletchers Paint Mill site (01A2). For Region 1 Sites without EPA SSIDs, there is an \$8,000 amount reported under the SSID "01ZZ". The costs for site reported under the "ZZ" identifier shall not include any pre-SSID costs which were previously redistributed to the sites during the year.

Subtotal Superfund Site Costs

In Column A, subtotal the amounts from Column A, Line 1 for Sites with EPA SSIDs and subtotal the amounts from Column A, Line 2 for Sites without EPA SSIDs.

Step 3 - Reassignment of Pre-SSID Costs

Note: If the contractor doesnot have this category of costs, note this on Attachment A and proceed to the next step.

The purpose of this step is to reassign any pre-SSID costs paid for work performed during the fiscal year that are not reflected in the Sites with EPA SSIDs costs identified in the previous step. For these costs, the

redistribution will be identified on Attachment A, Column B.

During the year, the contractor may have performed effort at sites which had not been assigned an EPA SSID. The costs for this effort were charged to the pre-SSID account during the year. In many instances, a unique SSID is subsequently assigned to these sites, and the cost of work initially performed and billed is properly reassignable to a specific site.

In the Attachment A example, \$2,000 is being reassigned from the Region 1 pre-SSID amounts to two Region 1 sites. Based upon contractor records, \$1,000 was incurred and paid at each of these two sites before an EPA SSID was established. These amounts are not reflected in the Sites with EPA SSIDs totals from the previous step. In order to reflect the total site specific amount for these two sites, the \$1,000 per site needs to be reassigned from the pre-SSID amounts to the site amounts.

On Attachment A, Line 2, Column B, a credit of \$2,000 is entered for that line item. The reassigned amounts of \$1,000 for each site are then entered on the appropriate lines in Line 1, Column B. After all reassignments are made, sum the totals of Column A and Column B for each site and pre-SSID item and enter the sum on Attachment A, Column C for the respective site and pre-SSID amount.

Step 4 - Identification of Non-Site Costs

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

- 1) Program Management - Contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories - Regional Program Management and National Program Management. Program Management costs will be entered onto Attachment A in Step 5.
- 2) Start-up Costs - Activities incurred generally in the first year and associated with efforts benefiting the entire contract term; e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 6.
- 3) Capital Equipment - Equipment with a unit cost of \$5,000 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 7.
- 4) Non-Site Activities - Activities under the contract, other than program management, start-up, or end-of-contract, which are not site-specific. These activities can be broken down into two sub categories:
 - Site-Support Non-Site Activities - Payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or
 - Program-Wide Non-Site Activities - Payments for activities

which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will **not** be allocated to sites in the annual allocation process.

For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 8.

- 5) Non-Superfund Costs - Costs for contract tasks funded from EPA appropriations other than Superfund; e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-Superfund costs are not included in this allocation.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on supporting schedules and entered on Attachment A as applicable. Once the costs have been entered onto Attachment A, the appropriate non-site costs will be allocated to sites and activities.

Description of Non-Site Activities

There is no comprehensive list of site-support non-activities and program-wide non-site activities. The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be site-support activities:

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans
- Review of CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Preparation of the Annual Allocation Report
- Attendance at a General Superfund Environmental Conference
- CERCLA Title III evaluations
- End of contract activities

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above; if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if

the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity.

Step 5 - Program Management Costs

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In Step 4, the amount of program management costs was identified. Depending on the area of coverage of the contract, there may only be one category of program management. For Zone or National contracts, there may be two categories - regional and national program management. Enter the amount of national program management or contract program management identified in Step 4 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management, by region, on Attachment A, Line 4, Columns A and C.

In the Attachment A example, \$25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also shows regional program management of \$10,000 and \$7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

Step 6 - Start-Up Costs

Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.

Start-up costs consist of the cost of efforts and activities incurred and paid for whose purposes and benefits extend for the entire contract period. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management.

Any start-up costs incurred during this annual allocation period were identified in Step 4. In Step 6, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - Complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) Fiscal Year Incurred - Enter the Federal fiscal year for this annual allocation period.
- C) Start-Up Costs - Enter the amount of start-up costs incurred and

paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.

- D) Number of Years Allocated - Enter the number of years over which the start-up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating amortization.
- E) Amount Authorized Each Year - The amount of start-up costs amortized in this annual allocation period, by fiscal year. This fiscal year amount (straight-line method) is determined by dividing the amount identified in the Start-Up Costs column by the amount in the Number of Years Allocated column.
- F) Total Amount to be Allocated This Annual Allocation Report - The total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A, Line 5, Column C.

In the Attachment B example, the contract began in FY 1987. During FY 1987, the contractor incurred and was paid \$25,000 of start-up costs. These start-up costs will be amortized over the five-year life of the contract on a straight-line basis. To complete this schedule, the FY 1987 start-up costs of \$25,000 are entered on the first line of the schedule in accordance with Steps B-E above. For FY 1988, no start-up costs were incurred or paid. A zero is entered in the start-up costs column. In the current year, FY 1989, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, \$5,000 of start-up costs is being amortized and included in the annual allocation. The \$5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1987. This amortized portion is entered on Attachment A, Line 5, Column C.

Step 7 - Equipment

Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.

Cost-reimbursed equipment represents capital equipment with a unit price of \$5,000.00 or greater and a greater than 1 year useful life. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule.

Any new capital equipment costs incurred during this annual allocation period were identified in Step 4. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - Complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) Date Charged to Contract - Enter the month and year the equipment was charged to the contract for all equipment items depreciated this annual allocation period.
- C) Capital Equipment - Enter the name of each capital equipment item.
- D) Purchase Price - Enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.
- E) Useful Life - Enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The useful life may extend beyond the term of the contract.
- F) Beginning Balance - Enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.
- G) Depreciation Amount - The depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.
- H) Ending Balance - Enter the amount of undepreciated equipment cost. This amount represents the Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next allocation report.
- I) Total Amount to be Allocated in this Annual Allocation Report - Sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E) may be somewhat difficult to determine. The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of \$80,000 and a beginning balance of \$48,000. The gas chromatograph was purchased in FY 1987. The current annual allocation period is for FY 1989. There have been two annual allocation reports prior to this year. The difference between the purchase price and the beginning balance of \$32,000 represents the depreciation included in the two prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and beginning balance are the same.

The Depreciation Amount (G) represents the purchase price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was purchased in November 1988. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the equipment based upon the number of months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1990 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1990 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

Step 8 - Non-Site Activities

Note: If there are no no-site activities, please note this in Attachment A and proceed to the next step.

Non-site activities represent efforts and activities which either support contractor site response actions or support the Superfund program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 4, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

- A) Schedule Heading - Complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) Determination of Allocability - Enter the allocability determination for each identified activity as either site-support or program-wide.
- C) Area of Applicability - Enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 sites, all sites, or not allocable. For region specific contracts, all sites would be entered for site-support costs.
- D) Description of Activity - Enter the description of the non-site activity. The description should provide for a complete description of the activity.
- E) Amount of Activity - Enter the amount of the non-site activity.
- F) Amount to be Allocated This Annual Allocation Report - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7, Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8, Column A and Column C.

In the Attachment D example, there are examples of the two types of non-site activities. First, there is \$55,000 of site-support costs. These site-support costs are further broken down into regional activities; \$25,000 of Region 1 site-support activity and \$30,000 of Region 2 site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of \$22,000 of program-wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C.

Step 9 - Non-Superfund Costs

Certain Superfund response action contractors may perform efforts other than Superfund activities. These efforts are paid from other than the Superfund appropriation. The annual allocation process deals with Superfund monies only. Do not include non-Superfund monies in this annual allocation report.

Step 10 - Summary of Amounts

Sum all of Attachment A, Column A, and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1. If it does not, please re-check your figures. In the Attachment A example, this amount equals \$270,000.

Sum Attachment A, Column C, and enter that total on Attachment A, Line 9, Column C. This is the universe of costs used in this annual allocation period, including site specific amounts, Pre-SSID amounts, and amounts eligible for allocation. In the Attachment A example, this amount equals \$268,000.

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

Step 11 - Allocation of Program Management Costs

Program management costs are allocated to all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts. The allocation should be based upon a method which equitably reflects the benefits provided by the program management.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and Regional Program Management. All contracts may not have both types of program management, but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the percentage of the particular site or activity's costs to the total cost of all sites and activities. Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to and EPA SSID site. The allocation to other sites and activities is performed in the same manner.

Program Management Allocation*Formula:*

$$\begin{array}{rclcl} \text{Program Management} & & \text{Site or Activity} & & \\ \text{Amount} & \times & \frac{\text{Amount}}{\text{Allocation Cost Base}} & = & \text{Allocable} \\ & & & & \text{Share} \end{array}$$

Allocation of Costs:

$$\begin{array}{rclcl} \$25,000 & \times & \frac{\$16,000}{\$205,000} & = & \$1,951 \end{array}$$

In the example shown above, the Program Management amount of \$25,000 is identified in Attachment A, Line 3, Column C. This is the amount to be allocated.

The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$16,000; the amount shown in Attachment A, Line 1, Column C. This amount includes the \$15,000 of site costs plus the \$1,000 of pre-SSID costs reassigned to the site in Step 3.

The allocation cost base of \$205,000 (the total shown in Column C of \$268,000 less the \$25,000 of Program Management Costs and the \$38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of \$1,951 is entered on Attachment A, Line 1, Column D, for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column D, on the corresponding line. Enter a credit to the Program Management amount in the amount of \$25,000 on Attachment A, Line 3, Column D.

Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to all sites and activities in that region.

Regional Program Management Allocation*Formula:*

$$\begin{array}{rclcl} \text{Regional Program} & \times & \frac{\text{Site or Activity Amount}}{\text{Total Regional Cost Base}} & = & \text{Allocable} \\ \text{Management Amount} & & & & \text{Share} \end{array}$$

Allocation of Costs:

$$\begin{array}{rclcl} \$11,200 & \times & \frac{\$17,951}{\$81,903} & = & \$2,459 \end{array}$$

In the example shown above, Region 1 Program Management amount of \$11,220 represents the sum of the Regional Program Management identified on

Attachment A, Line 4, Column C, of \$10,000 plus the \$1,220 allocable share of Program Management costs identified in Column D.

The site or activity amount, in this case the SSID amount for the Picillo Site (0101), equals \$17,951. The SSID amount includes the \$16,000 shown on Attachment A, Column C, plus the allocable share of Program Management costs of \$1,951.

The total regional cost base of \$81,903 represents all sites and activities in Region 1. This amount includes the total amount of site costs both with SSIDs (\$17,951 for Picillo and \$29,171 for Fletchers Paint Mill) and pre-SSIDs (\$6,732) and the Region 1 site-support costs (\$28,049), including any previous allocations of costs (Program Management Costs). If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. From the calculation above, the allocable share for Site 0101 is \$2,459 and is entered on Attachment A, Line 1, Column E, for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column E, of the corresponding line.

Step 12 - Allocation of Start-up Costs

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to all sites and activities which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The contractor may be able to identify start-up costs to specific sites, regions, equipment, or activities. If the contractor has kept records in such a manner, the start-up costs should be allocated in accordance with the benefits provided by the start-up costs. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment.

Start-up Cost Allocation

Formula:

$$\begin{array}{rcccl} \text{Start-up Cost} & \times & \text{Site or Activity Amount} & = & \text{Allocable} \\ \text{Amount} & & \text{Allocation Cost Base} & & \text{Share} \end{array}$$

Allocation of Costs:

$$\begin{array}{rcccl} \$5,610 & \times & \frac{\$20,410}{\$224,390} & = & \$510 \end{array}$$

In the example shown above, the start-up cost amount of \$5,610 represents the sum of Columns C, D, and E, of Line 5 (\$5,000, \$610, and 0, respectively). The site or activity amount, in this example the SSID amounts for the Picillo Site (0101), equals \$20,410; the sum of the amounts shown in Columns C, D, and E, of Line 1 (\$16,000, \$1,951, and \$2,459, respectively). The Total Cost Base is \$224,390 which represents all costs from Column C of \$268,000 (because start-up costs are allocated to all sites and activities,

excluding equipment) less the start-up cost amount of \$5,610 and equipment of \$38,000. The allocable share of \$510 for site 0101 is entered on Attachment A, Line 1, Column F, for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column F, on the corresponding line.

Step 13 - Allocation of Capital Equipment Costs

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

Capital Equipment Cost Allocation

Formula:

$$\begin{array}{rclcl} \text{Capital Equipment} & \times & \text{Site or Activity Amount} & = & \text{Allocable} \\ \text{Cost Amount} & & \text{Total Cost Base} & & \text{Share} \end{array}$$

Allocation of Costs:

$$\begin{array}{rclcl} \$38,000 & \times & \frac{\$20,920}{\$230,000} & = & \$3,456 \end{array}$$

In the example shown above, the capital equipment cost amount of \$38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, and F (\$38,000, \$0, \$0, and \$0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,920; the sum of the amounts shown in Columns C, D, E, and F (\$16,000, \$1,951, \$2,459, and \$510, respectively). The Total Cost Base amount equals \$230,000 and represents all costs of \$268,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of \$38,000. The allocable share of \$3,456 for site 0101 is entered on Attachment A, Line 1, Column G, for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G, on the corresponding line.

Step 14 - Allocation of Site-Support Costs

Site-support costs represent those activities which support site response actions in the aggregate, but by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs. Site-support costs may also be contract-wide costs; i.e., allocated to all sites on the contract. The allocation of site-support costs is shown below.

Site-Support Cost Allocation

Formula:

$$\begin{array}{rclcl} \text{Site Support} & \times & \frac{\text{Regional Site Amount}}{\text{Total Regional Cost Base}} & = & \text{Allocable} \\ \text{Cost Amount} & & & & \text{Share} \end{array}$$

Allocation of Costs:

$$\begin{array}{rclcl} \$38,089 & \times & \frac{\$24,376}{\$73,130} & = & \$12,696 \end{array}$$

In the example shown above, the Region 1 site-support cost amount of \$38,089 represents the sum of the Site-Support line item, Columns C, D, E, F, and G (\$25,000, \$3,049, \$3,842, \$797, and \$5,401, respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site (0101) equals \$24,376; the sum of the amounts shown in Columns C, D, E, F, and G (\$16,000, \$1,951, \$2,459, \$510, and \$3,456, respectively).

The Total Regional Cost Amount is \$73,130 and represents all Region 1 site costs; sites with EPA SSIDs (\$24,376 for Picillo and \$39,613 for Fletchers Paint Mill) and pre-SSID costs (\$9,141), including any allocations incorporated in Columns D, E, F, and G. The allocable share of \$12,696 for site 0101 is entered on Attachment A, Line 1, Column H, for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column H, on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

Step 15 - Completion of Master Allocation Schedule

The purpose of this step is to complete Attachment A, Master Allocation Schedule, by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, and H for each site and activity and entering the sum in Column I. These amounts represent each site's and activity's total share of allocated costs. The Column I site totals are then forwarded to the Summary Allocation Schedule.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amount shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

Step 16 - Summary of Allocated Amounts

The purpose of this step is to summarize the amounts allocated to site response effort (Sites with EPA SSIDs and Pre-SSID Costs) on the Summary of Allocation. The allocated amounts represent the entries in Column D through H on the Master Allocation Schedule.

The Summary of Allocation should be completed as follows:

- 1) Identify sites by region
 - SSID - The unique site/spill identifier number consisting of a two-digit region code (representing EPA Regions 01 - 10) and a two-digit site/spill number which is assigned by EPA.
 - Site Name - The first twelve letters of the site name as it appears on EPA's SSID list.
 - State - The two-letter State abbreviation.
- 2) Within the region, list the sites with EPA SSIDs; numbers first, then letters.
- 3) After the identification of the Sites with EPA SSIDs, enter the Pre-SSID "ZZ" line item.
- 4) Enter the summary amount of allocated dollars by site from Column I on the Master Allocation Schedule onto the Summary of Allocation.

The contractor shall submit the Summary of Allocation report on a 5 1/4 inch or a 3 1/2 inch DOS computer disk in a Lotus 1-2-3 or ASCII format. The Allocation Schedule should be triple spaced. Two hard copies should accompany the diskette submission.

SECTION III

EXAMPLES OF
ANNUAL ALLOCATION SCHEDULES

Summary of Allocation
Fiscal Year 1989
Clean-up, Inc.
Contract No. 68-01-xxxx

Description		Amount Allocated	DCN	Account Number To	Account Number From
Allocation to Sites with EPA SSIDs					
SSID	Site Name	State			
0101	PICILLO FARM	RJ	21,073	{ TO BE COMPLETED BY EPA }	
01A2	FLETCHERS PAJ	NH	34,245		
02B3	CALEWELL TRUC	NJ	39,430		
02C4	SAYREVILLE LD	NJ	26,286		
SITES WITH SSID SUBTOTAL			121,034		
Allocation to Pre-SSID Sites					
01ZZ			7,902		
02ZZ			3,584		
SITES WITH SSID SUBTOTAL			11,486		
TOTAL ALLOCATED TO SITES			132,520		

Attachment A

Master Allocation Schedule
Fiscal Year 1999
Clean-up, Inc.
Contract No. 68-01-1-100

Line/Column	A	B	C	D	E	F	G	H	I
Description	Amount Paid	Pre-SSID Adjustment	Allocation Available	Program Management	Regional Program Management	Allocation of Start-up Costs	Equipment Costs	Site-Support Costs	Total Allowed Amount
1 Sites with EPA SSIDs									
SSID									
0101 MCILLO RAIN	15,000	1,000	16,000	1,951	2,459	510	3,456	12,696	21,073
0103 FLETCHERS PAI	25,000	1,000	26,000	3,172	3,906	829	5,617	20,632	34,245
0203 CALDWELL TRUC	33,000		33,000	4,004	2,945	999	4,789	24,692	39,439
0204 SAYERVILLE ID	22,000		22,000	2,683	1,943	466	4,513	16,461	26,266
SITES WITH SSID SUBTOTAL	95,000	2,000	97,000	11,629	11,304	3,005	20,335	74,481	121,003
2 Sites without EPA SSIDs									
0122	8,000	-2,000	6,000	733	922	191	1,286	4,761	7,992
0222	3,000		3,000	366	268	91	615	2,245	3,584
SITES WITHOUT SSID SUBTOTAL	11,000	-2,000	9,000	1,099	1,190	282	1,901	7,006	11,577
SITE TOTAL	106,000	0	106,000	12,727	12,494	3,287	22,236	81,487	132,580
3 Program Management	25,000		25,000	-25,000					0
4 Regional Program Management									
Region 1	30,000		30,000	1,120	13,230				0
Region 2	7,000		7,000	334	7,664				0
5 Start-up Costs	0		5,000	610		-5,610			0
6 Equipment	43,000		38,000				-30,000		0
7 Site-Support Costs									
Region 1	25,000		25,000	3,049	3,841	797	5,481	-38,089	0
Region 2	30,000		30,000	3,609	2,677	908	6,153	-40,308	0
8 Program Wide Activities	22,000		22,000	2,463		617	4,188		7,480
9 TOTAL	278,000		269,000	0	0	0	0	0	140,000

Attachment B

Schedule of Start-up Costs
Fiscal Year 1989
Clean-up, Inc.
Contract No. 68-01-xxxx

A →

B ↓	C ↓	D ↓	E ↓
FY Incurred	Start-up Costs	Number of Years Allocated	Amount Amortized Each Year
FY 1987	\$ 25,000	5	\$ 5,000
FY 1988	-0-	0	-0-
FY 1989	-0-	0	-0-

Total Amount to be Allocated
This Annual Allocation Report

\$ 5,000

F →

Enter this amount on Attachment A,
 Line 3, Column C

Attachment C

Schedule of Capital Equipment Depreciation
Fiscal Year 1989
Clean-up, Inc.
Contract No. 68-01-xxxx

A →

H
↓G
↓F
↓E
↓D
↓C
↓B
↓

Page 8

Due Charged to Contract	Capital Equipment	Purchase Price	Useful Life	Beginning Balance	Depreciation Amount	Ending Balance
January 1987	Gas Contingentograph	\$ 80,000	5 years	\$ 40,000	\$ 16,000	\$ 32,000
October 1987	Mobile Lab	49,000	7 years	42,000	7,000	35,000
November 1988	Tractor	45,000	3 years	45,000	15,000	30,000

Total Amount to be Allocated
This Annual Allocation Report

\$38,000

[→]

Enter this amount on Attachment A, Line 4,
 Column C

Attachment D

Schedule of Non-Site Activities
Fiscal Year 1989
Clean-up, Inc.
Contract No. 68-01-3003

A →

B	C	D	E
Determination of Allocability	Area of Applicability	Description of Activity	Amount of Activity
Site-Support	Region 1 Sites	Worker safety training for regional personnel	\$ 25,000
		SUBTOTAL REGION 1 SITES	\$ 25,000
Site-Support	Region 2 Sites	Worker safety training for regional personnel	28,000
Site-Support	Region 2 Sites	NPL Training	2,000
		SUBTOTAL REGION 2 SITES	\$ 30,000
Program-Wide	Not Allocable	Training of First Responders	10,000
Program-Wide	Not Allocable	Review State Agency Safety Requirements	12,000
		SUBTOTAL NOT ALLOCABLE	\$ 22,000
Total Amount to be Allocated This Annual Allocation Report			\$55,000

F →

Enter the Site-Support or Program-Wide amounts on:

Attachment A, Line 7, Column C or
Attachment A, Line 8, Column C, as appropriate

ATTACHMENT 9

SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PROGRAM

CORPORATE PLAN [____] CONTRACT PLAN [____] DATE: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE: _____

TOTAL ANNUAL SALES: \$ _____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

1. a) Total estimated dollar value of all planned subcontracting (to all types of business concerns) under [____] this corporate plan [____] this contract plan: \$ _____.

b) Estimated dollar value of subcontracting goals planned for [____] this corporate plan [____] this contract plan.

(i). Small Business Concerns (do not include Small Disadvantaged business concerns): \$ _____; Percentage of amount in 1.a: _____%.

(ii). Small Disadvantaged Business Concerns: \$ _____; Percentage of amount in 1.a: _____%.

c) The following principal products and/or services will be subcontracted under [____] this corporate plan [____] this contract plan, and the distribution among small, small disadvantaged, and other than small businesses is as follows:

Small Business Concerns: (provide a narrative)

Small Disadvantaged Business Concerns: (provide a narrative)

Other than Small Business Concerns: (provide a narrative)

d) The following method was used in developing subcontract goals:

[Explain how the product and service areas to be subcontracted were established; how the areas to be subcontracted to small and small disadvantaged business concerns were determined; and how small and small disadvantaged business concerns capabilities were determined, to include identification of source lists utilized in making those determinations.]

(Provide a narrative)

e) Indirect and overhead costs:

[____] have been [____] have not been included in the goals specified in 1.b.(i) and (ii) above. (It is suggested overhead costs be included.)

f) If "have been" is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to small business concerns and small disadvantaged business concerns.

(Provide a narrative)

2. The following individual will administer the subcontracting program:

NAME: _____

ADDRESS & TELEPHONE NO.: _____

TITLE: _____

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and the monitoring of performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

a) Developing and maintaining bidders listed of small and small disadvantaged business concerns from all possible sources, to insure individuals will have an equitable opportunity to compete for subcontracts.

b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.

c) Assuring inclusion of small and small disadvantaged business concerns in all solicitations for products or services which they are capable of providing.

d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small business and small disadvantaged business participation.

e) Ensuring periodic rotation of potential subcontractors on bidders lists.

f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.

g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

i) Conducting or arranging for conducting of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.

j) Monitoring attainment of proposed goals.

k) Preparing and submitting required periodic subcontracting reports.

l) Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.

m) Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.

n) Additions to (or deletions from) the duties specified above are as follows: (Provide a Narrative)

3. The following efforts will be taken to assure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts:

a) Outreach efforts have been or will be made as follows:

(i). Contacts with minority and small business trade associations.

(ii). Contacts with business development organizations.

(iii). Attendance at small and minority business procurement conferences and trade fairs.

(iv). Sources will be requested from SBA's PASS System.

b) The following internal efforts will be made to guide and encourage buyers:

(i) Workshops, seminars and training programs will be conducted.

(ii) Activities will be monitored to evaluate compliance with this subcontracting plan.

c) Small and small disadvantaged business concern source lists, guides and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting subcontracts.

d) Additions to (or deletions from) the above listed efforts are as follows: (Provide a narrative)

4. The bidder (contractor) agrees that the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting

plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. The bidder (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the Contracting agency or the Small Business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals", contained in the contract.

6. The bidder (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:

a) Small and Small Disadvantaged Business Concern source lists, guides and other data identifying Small and Small Disadvantaged Business Concerns.

b) Organizations contacted for small and small disadvantaged business sources.

c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation:

1) whether small business concerns were solicited, and if not, why not;

2) whether small disadvantaged business concerns were solicited, and if not, why not;

3) reasons for failure of solicited small or small disadvantaged business concerns to receive the subcontract award.

d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at Small and Minority Business Procurement Conferences and trade fairs.

e) Records to support internal activities to guide and encourage buyers; Workshops, Seminars, training programs, etc. Monitoring activities to evaluate compliance.

f) On a contract-by-contract basis, records to support subcontract award data to include name and address of subcontractor.

g) Records to be maintained in addition to the above are as follows:

(Provide a narrative)

SIGNED: _____

TYPED NAME: _____

TITLE: _____

DATE: _____

PLAN ACCEPTED BY: _____
Contracting Officer

DATE: _____

ATTACHMENT 10

SF 294, SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS, OCTOBER 1996

This form is available for downloading at the following Web site:

<http://www.gsa.gov/forms>

If you are unable to download a copy of this form, a copy will be provided to you by submitting a written request to Ms. Darlene Hainer, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or an e-mail to Hainer.Darlene@epamail.epa.gov.

ATTACHMENT 11

SF 295, SUMMARY SUBCONTRACT REPORT, OCTOBER 1996

This form is available for downloading at the following Web site:

<http://www.gsa.gov/forms>

If you are unable to download a copy of this form, a copy will be provided to you by submitting a written request to Ms. Darlene Hainer, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or an e-mail to Hainer.Darlene@epamail.epa.gov.

ATTACHMENT 12

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the name and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.).
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From: To: Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____"

of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A Summary of Claimed Current and Cumulative Costs and Fee by Major Cost Element** - Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor which show, by major cost element, the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify the trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified in the contractor's accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation, showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.

- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rates(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods, the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "FINAL VOUCHER" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and Other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 13

SITE SPECIFIC INVOICING REQUIREMENTS

SITE SPECIFIC INVOICING REQUIREMENTS

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the site specific attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable unit with an EPA site/spill identifier (SSID). These invoices may be for: current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number, i.e., 123R1 (if it requires more than one reclaim, invoices are to be numbered 123R2, 123R3, etc.). All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", i.e., 117Z. Likewise, adjustments due to audit reports and a Contracting Officer letter referring to the subject audit reports, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", i.e., 146X. For example:

Voucher Purpose	Original Voucher	Reclaim Suspended Costs	Indirect Cost Rate Adjustments	Audit Adjustments
Voucher No.	123	123R1, 123R2	117Z	146X

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element as labor, travel, equipment, other direct, subcontract and overhead or indirect costs, as identified elsewhere in the contract.

2. A site specific detail attachment (Site/Specific Attachment) to the invoice. All invoiced costs are separated into the following categories:

- ◆ Sites with an EPA SSID, e.g., "01KS," one line per site should be used. (See description at item 2, page 3.)
- ◆ All other sites without an EPA SSID, e.g. "ZZ," one line per site should be used;
- ◆ Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site task order, one line per task order.

- ◆ Non-Superfund costs, as applicable, one line item.

The required format of the invoice Site/Specific attachment is provided in Exhibit I. The sum of the detailed costs on the Site/Specific attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve task orders may submit a separate page for each task order [applying the same format] if so directed by the EPA project officer. The Contractor shall use the invoice site/specific attachment to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices" clause to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site specific costs through the annual allocation process as described in the Section G clause entitled "Annual Allocation of Non-Site Costs (EP 52.242-310)(Oct 1991)".

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919) 541-2304. Questions regarding Annual Allocation should be directed to the Chief, Superfund Accounting Branch, Financial Management Division at (202) 260-9268.

EXPLANATION OF EXHIBIT I SITE SPECIFIC DETAIL ATTACHMENT

The Contractor shall report the total invoiced costs on the invoice site/specific attachment broken down by the five categories of site/non-site charges: Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs; and previous invoice site corrections. For each site/non-site charge incurred during the billing period, the Contractor shall provide the following information:

<u>Column No.</u>	<u>Column Title</u>
1	(Optional) <u>Task Order Number</u> - The full task order number is provided by the Contracting Officer. If the Contractor is providing a separate page for each task order, the task order number may be placed in the upper left corner. Otherwise the task order numbers must be placed in this column.
2	<p><u>Region/SSID</u> - This four-digit code, i.e., 01X3 or A1X3, consists of:</p> <p>a. The first digit will always be a "0". If the region exceeds the use of two-digit sites, then the first digit will be an alpha, i.e., "A", "B", etc. Thus the SSID will be A1X3.</p> <p>b. The second digit is the regional identifier, i.e., one (1) for Region I, two (2) for Region 2, etc., and zero (0) for Region 10.</p>

c. The third and fourth digits, representing the sites, are the last two digits of the four-digit SSID (see 2.a.).

Example: If Region I sites did not exceed two digits, the Region/SSID will be 01X3; however, if Region I sites exceeded the two digits, the Region SSID will be A1X3.

- 3 Action Code - Starting with FY 96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions, as provided by the Project Officer, via the task order.
- 4 Operable Unit - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by the operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA Project Officer. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.
- 5 Site Name or Non-site Description - The name of the site, up to 28 characters. When the site name exceeds 28 characters, use the first 18. NOTE: For non-site-specific activities, use this column to briefly describe the non-site activity.
- 6 Action Sequence Number - The three-digit code used to represent the activities performed as given by "CERCLIS III." This number will be provided by the Project Officer as he acquires it from "CERCLIS III." This three-digit code is provided via the task order.
- 7 IFMS Line Reference - Column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (PO/FOSC). This three-digit line reference is found on the Invoice Approval Form (2550-19T).
- 8 Invoice Number/Legend - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the Site/Specific Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, an explanation must be given for each by referencing the invoice number. The

net amount for all corrections in column nine (9) must always be zero "00."

- 9 Current/Adjustment Amount - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. if there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSID's must be sorted by regional site within each region.
- 10 Cumulative Charge - Show the cumulative charge for each Operable Unit, SSID, or Pre-SSID.

Incurred and claimed charges should be listed and subtotaled on the Site/Specific Attachment by row sequential order.

<u>Row</u>	<u>Row Title</u>
1	Previous invoice site corrections: This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments. Only corrections or adjustment of site costs charged to previous invoices shall be listed in Row 1. The subtotal for all corrections or adjustments in this row should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.
2	Sites With SSID: Cost for sites with and EPA SSID. The SSID is provided by the EPA Project Officer.
3	Sites Without SSID: Costs associated with Superfund site-specific work where no SSID has been established, "ZZ" accounts. Once the SSID is established, all "ZZ" cost associated with that site should be reclassified (adjusted from the "ZZ" to the appropriate site within 30 days of establishing the SSID). Thus, the contractor must, immediately, submit a letter to the Project Officer with a Site/Specific Attachment. Only section one (1) - Previous Invoice Site Correction - must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Financial Management Center for cost redistribution.
4	Non-site Superfund: Superfund non-site-specific costs, along with base and award fees, as described below.
	<u>Contract-wide Program Management - Technical and Administrative:</u> For those contracts requiring

separate identification of technical and administrative program management such as RACS, the respective amounts should be delineated in compliance with instructions provided either by the contract or task order. The requirement for separation of program management is defined in "Administrative Guidance under RACS" and is available from the Superfund Regional Management Branch, Superfund/RCRA Procurement Operations Division, Office of Acquisition Management (OAM).

For contractors not subject to the technical/administrative differentiation requirements, contract-wide program management should be listed under "Contract-wide Program Management-Administrative."

Task Order Project Support: This line(s) shall include non-site-specific project support and management incurred with individual multi-site task orders. The Contractor should note that these costs should also be allocated to the sites under each respective task order as part of the annual allocation process. For further Guidance on annual allocation, contact the Superfund Accounting Branch.

Other Non-Site-Specific Activities: If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (Site Name/Non-site description). The purpose of breaking out non-site activities from program support is to assist the Contractor and EPA in preparing the Annual Allocation report at the end of the year. The non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the Chief, Superfund Accounting Branch.

Base and Award Fees: Base and Award Fees which are not site-specific should be listed in this Superfund Non-Site Section.

5

Non-Superfund: All non-Superfund costs invoiced should be reported on the Site/Specific Attachment by appropriation such as Oil, RCRA, etc. These costs must be sorted by task order

within each appropriation, as directed by the Project Officer.

6

Total Invoice Amount: This amount is the total of the costs listed in column 9, "Current/Adjustment Amount", i.e., the total charges for this billing period. This must equal the total amount of the invoice cost element summary. There should be no total for the cumulative charge column.

NOTES TO SITE ATTACHMENT

- ◆ Provide one line per site or activity, sorted alpha/numerically and by Region.
- ◆ Page Formatting:
Upper Left Corner - Contract Number, Task Order Number (if applicable), and Invoice Number.
Upper Right Corner - Contractor Name and Invoice Period of Performance.
Bottom Left Corner - Invoice Legend for previous invoice adjustments. This information may be provided as an enclosure to the Site/Specific Attachment if it cannot be provided on the bottom left corner.
Bottom Right Corner - Page number for the attachments, i.e., Page 1 of 7, 2 of 7, etc.

ATTACHMENT 14

SERVICE CONTRACT ACT WAGE DETERMINATIONS

This document is not available on the Internet. A copy of this guidance will be provided if you submit a written request to Ms. Darlene Hainer, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or send an e-mail to Hainer.Darlene@epamail.epa.gov.

ATTACHMENT 15

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

[Addressee]

Dear "Client":

We are currently responding to the U.S. Environmental Protection Agency (EPA) RFP No. _____ for the procurement of _____. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. The EPA requires offerors to inform references identified in proposals that the EPA may contact them about past performance information.

If you are contacted by the EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to the EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to _____ (offeror's point-of-contact).

Sincerely,

ATTACHMENT 16

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

SOURCE SELECTION SENSITIVE INFORMATION

Name of Offeror: _____

SECTION I - TO BE COMPLETED BY THE OFFEROR

Contractor Information:

Name of Contractor: _____

Address of Contractor: _____

Phone Number of Contractor: _____

Contract Information:

Contract number: _____

Contract Title: _____

Contract Value: _____

Type of contract: _____

Period of performance: _____

SECTION II - TO BE COMPLETED BY THE GOVERNMENT

	NOT APPLICABLE	OUTSTANDING	SATISFACTORY	UNSATISFACTORY
1. Quality of Product or Service	_____	_____	_____	_____
2. Timeliness of Performance	_____	_____	_____	_____
3. Effectiveness of Management (including Subcontractors)	_____	_____	_____	_____
4. Initiative in Meeting Requirements	_____	_____	_____	_____
5. Response to Technical Direction	_____	_____	_____	_____
6. Responsiveness to Performance Problems	_____	_____	_____	_____
7. Compliance with				

Cost Estimates _____

8. Customer Satisfaction _____

9. Overall Performance _____

10. Remarks on outstanding performance: (provide data supporting this observation, continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance: (provide data supporting this observation, continue on a separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with _____ again? ____Yes ____No
(Insert offeror's name)

14. Information provided by:

Name of Point of Contact: _____

Title: _____

Company Address: _____
Street City State Zip Code

Telephone: _____ FAX number: _____

Date & Time of Call: _____

15. Questionnaire completed by:

Name of EPA Employee: _____

Signature of EPA Employee: _____

Title: _____

Date Questionnaire Complete: _____